

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skout, Inc.		04/27/2017	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Skout Organic, LLC		
Street Address:	200 E Live Oak Street		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3569811	SKOUT	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9136479050		
Email:	tmdocketing.burbach@hoveywilliams.com		
Correspondent Name:	Cheryl L. Burbach		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	7236.00000		
NAME OF SUBMITTER:	Cheryl L. Burbach		
SIGNATURE:	/Cheryl L. Burbach/		
DATE SIGNED:	11/08/2017		
Total Attachments: 26			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is executed the date set forth below, but shall be effective as of 12:01 a.m. on the Closing Date (as hereinafter defined) (the "Effective Time" and the "Effective Date"), and is made by and between Skout, Inc. ("Seller") and Skout Organic, LLC, a Delaware limited liability company ("Purchaser"). "Party" means either Seller or Purchaser, as the context requires; "Parties" means, collectively, Seller and Purchaser.

RECITALS

Seller desires to sell and Purchaser desires to purchase certain of the assets of Seller on the terms and conditions set forth in this Agreement.

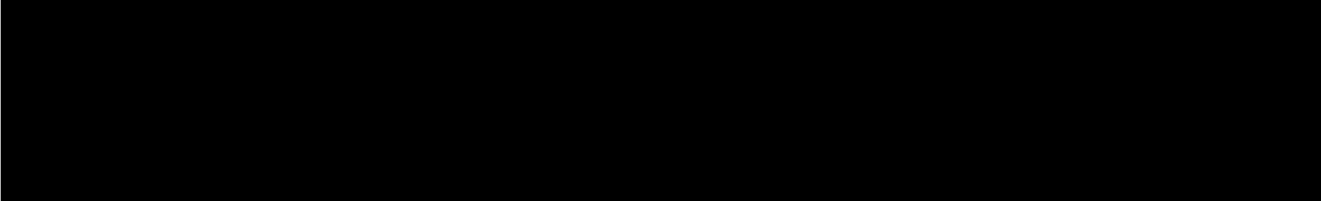
Seller is in the business of producing all natural, non-gmo and organic trail Bars & organic raw pumpkin seeds to deliver nutrient-rich fuel to performance driven athletes (the "Business").

AGREEMENT

In consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the receipt and sufficiency enough are hereby acknowledged, Purchaser, Seller agree as follows:

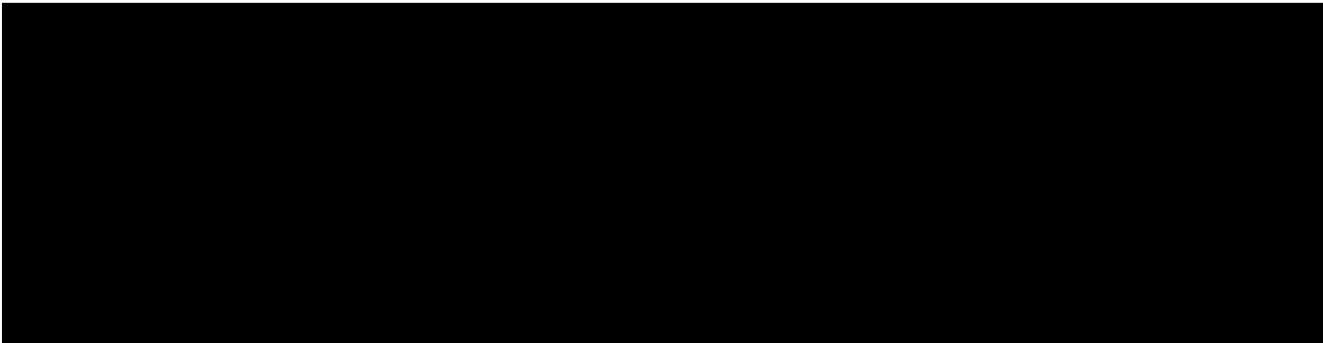
Article I
Sale

1.01 Sale of Assets. Seller hereby sells, conveys, transfers, assigns, and delivers to Purchaser and Purchaser hereby purchases or accepts from Seller, all of the assets of Seller (the "Assets"). Assets shall include:



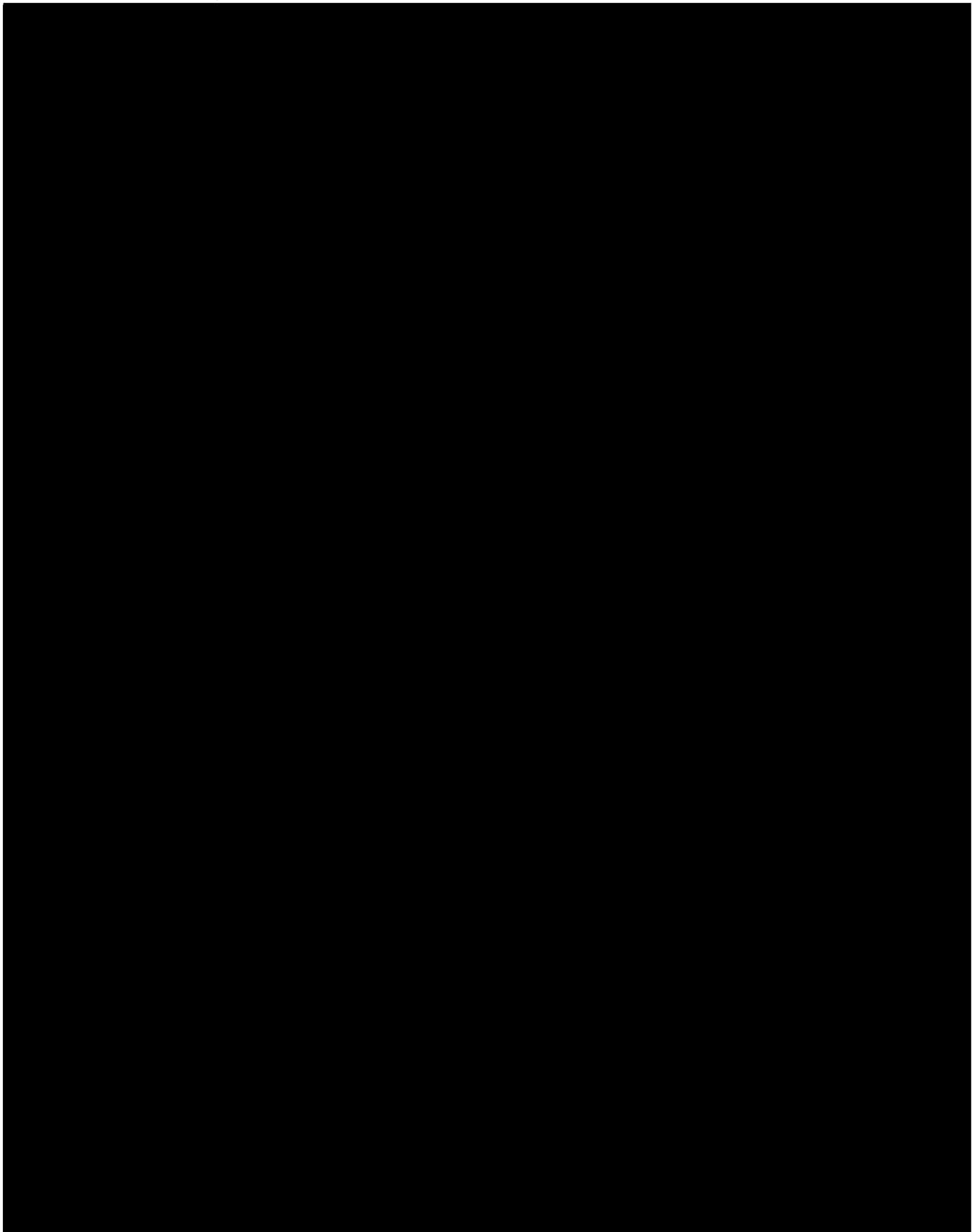
(c) all of the Seller's intellectual property, including but not limited to recipes, formulas, formulations, ingredient combinations, and similar information used in connection with the operation of Seller's Business as identified on Schedule "1.01(c)" hereto and incorporated herein by reference

(d) all rights in and to trade names, addresses, domain names, websites, URLs, telephone numbers and facsimile numbers used in connection with Seller's Business, including without limitation those set forth on Schedule "1.01(d)";



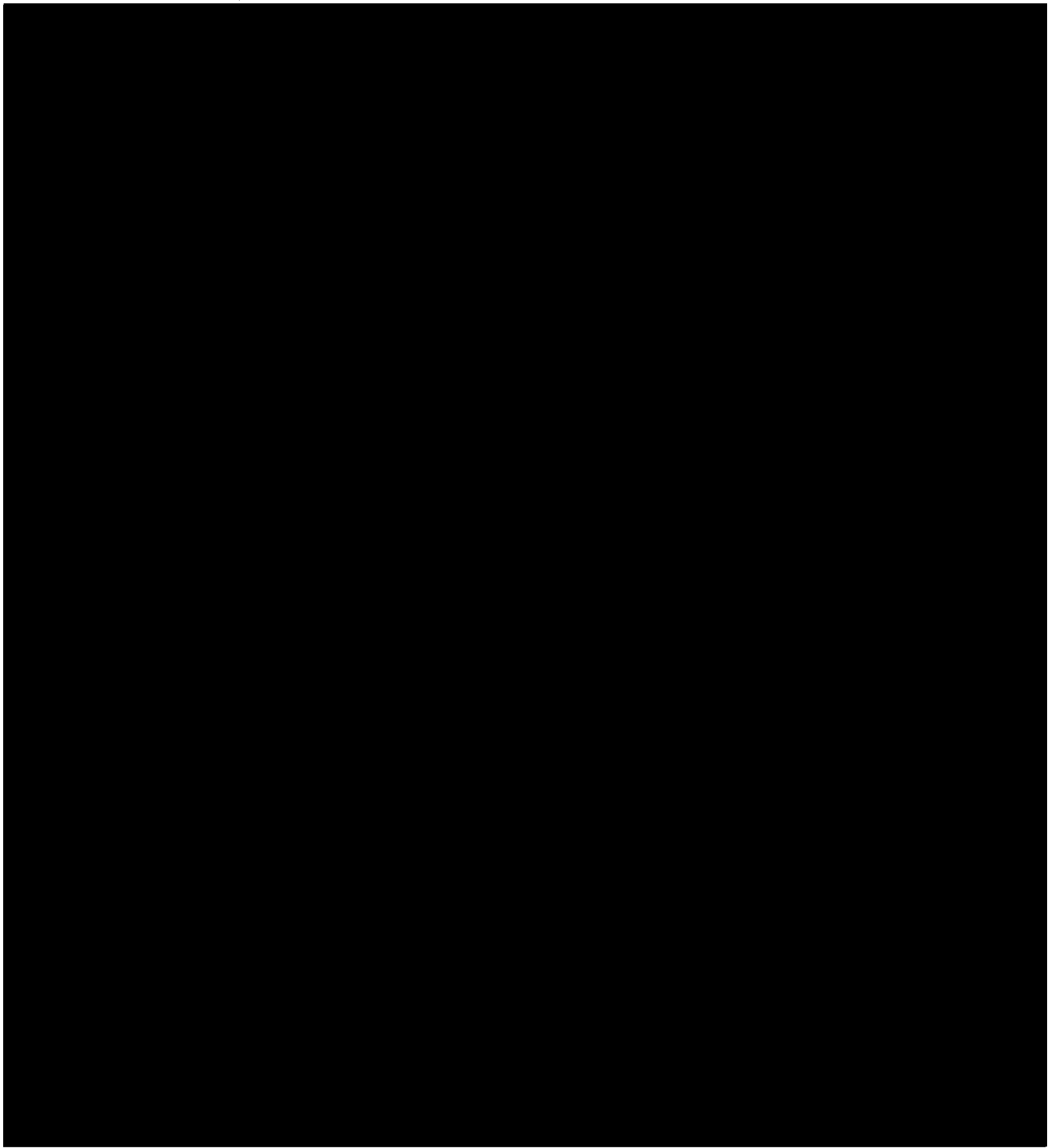
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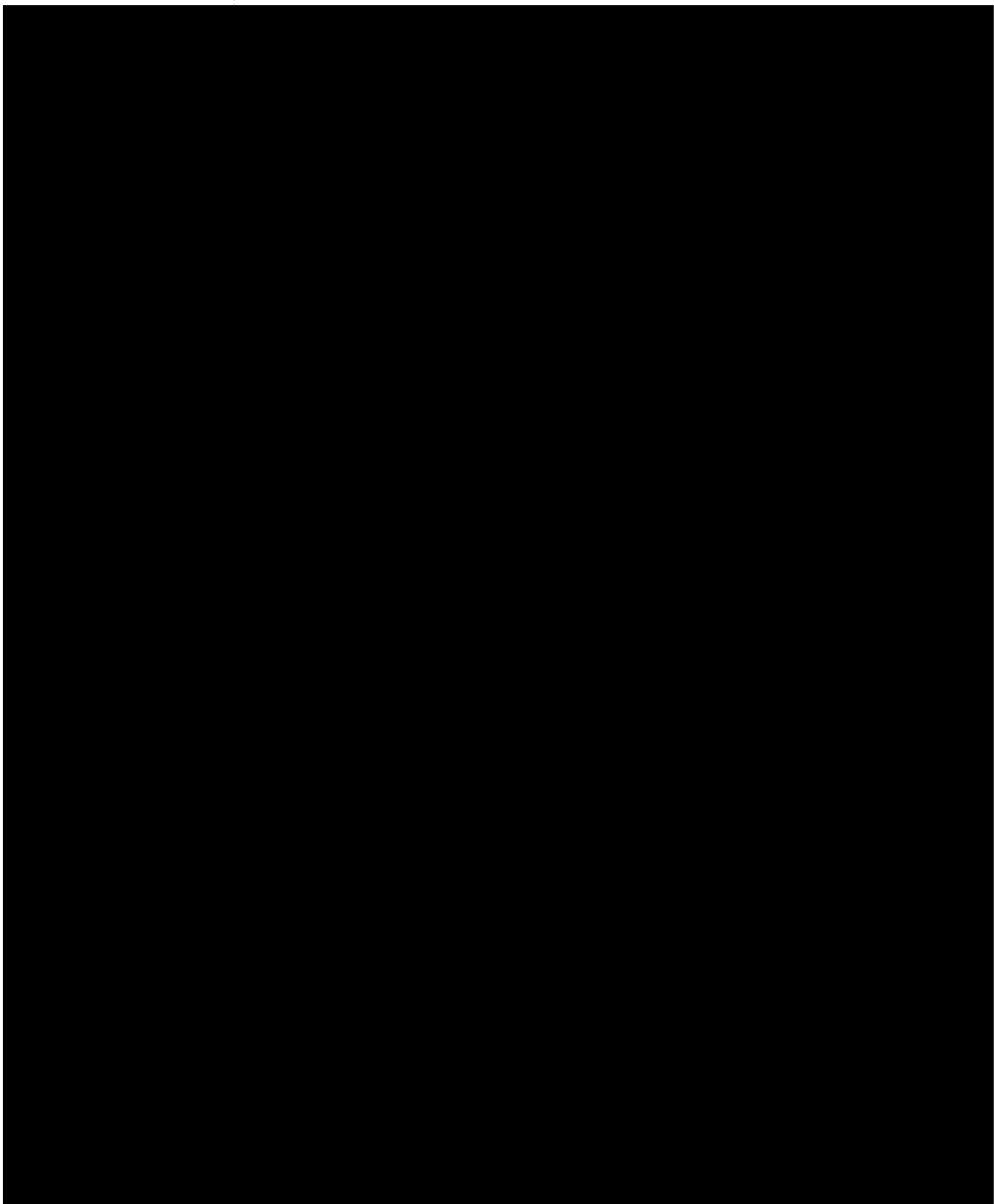
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2.02 Ownership of Assets. Seller is the sole owner of the Assets, with full right to sell or dispose of them as Seller may choose. Seller has good and marketable title to all of the Assets being sold herein, tangible and intangible. No other person or persons have any claim, right, title, interest, or lien in, to, or on the Assets and all of the Assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, covenants, conditions, and restrictions. None of the Assets has been pledged as collateral or is held by Seller on consignment from others.

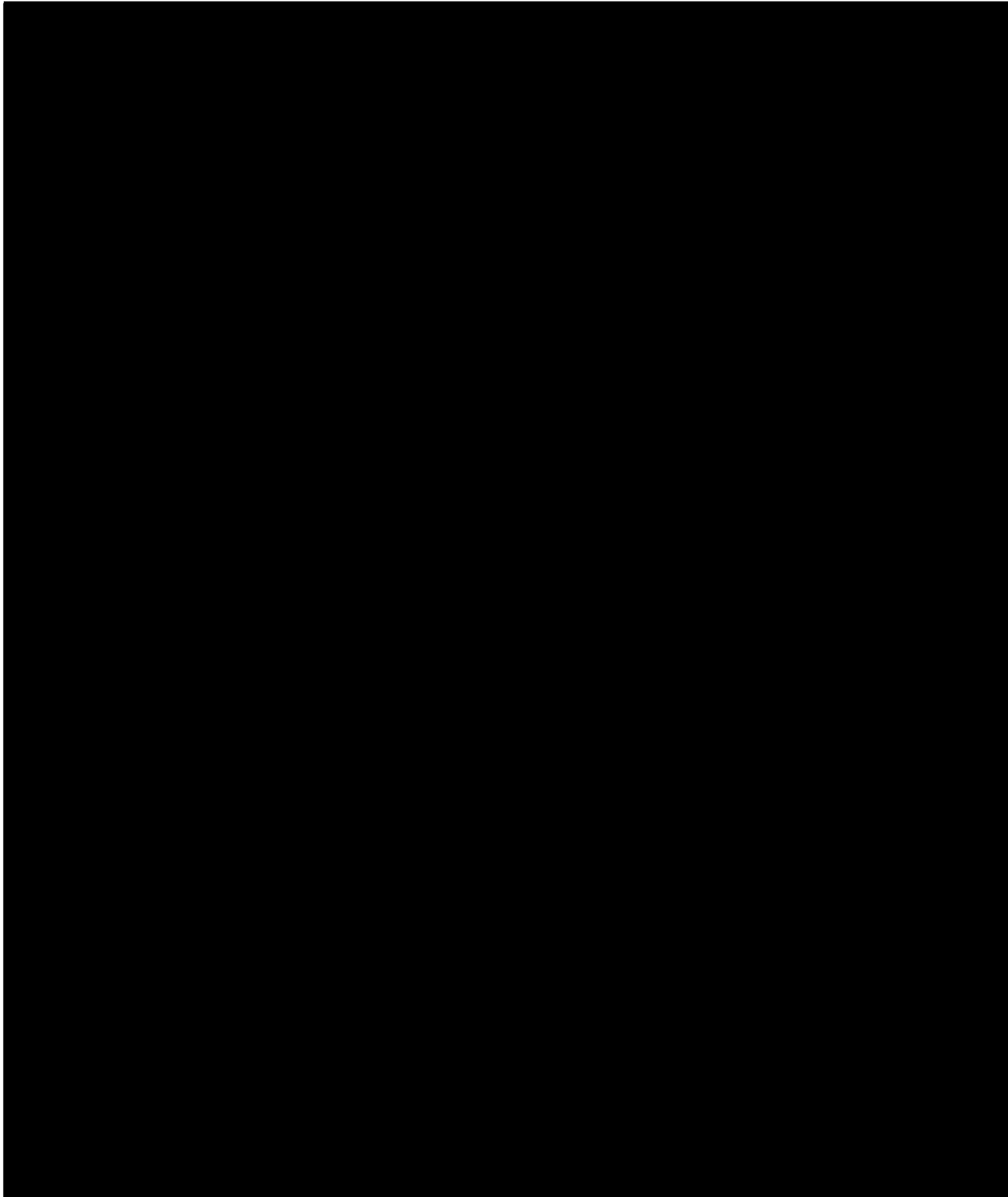
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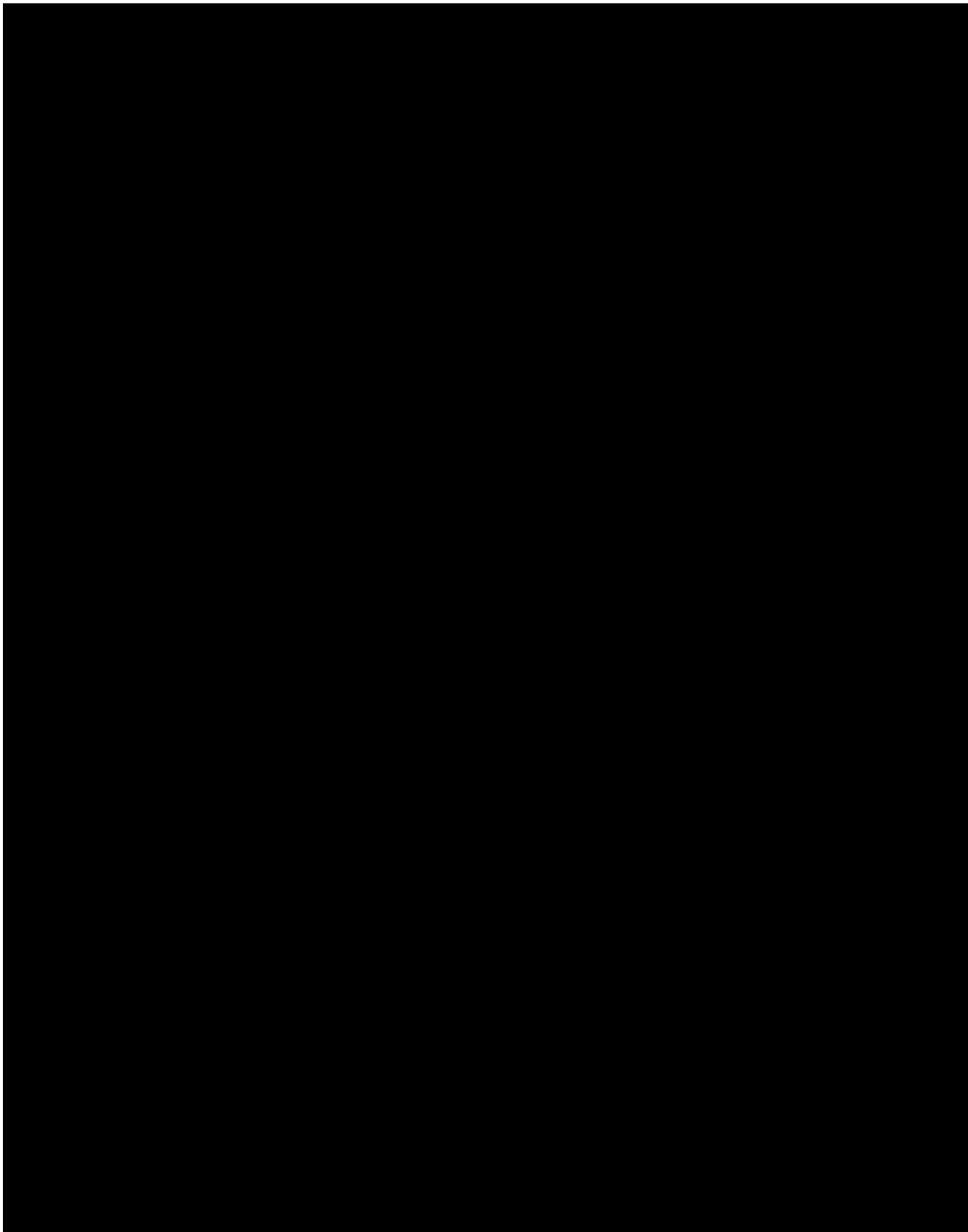
2.10 Intellectual Property. Seller is the owner of the Intellectual Property conveyed pursuant hereto including but not limited to the recipes, formulas, formulations, ingredient combinations, tradenames and trademarks, with full right to sell or dispose of them as Seller may choose. All such Intellectual Property has been

appropriately registered and reserved. Seller has good and marketable title to all of the Intellectual Property being sold herein, tangible and intangible.



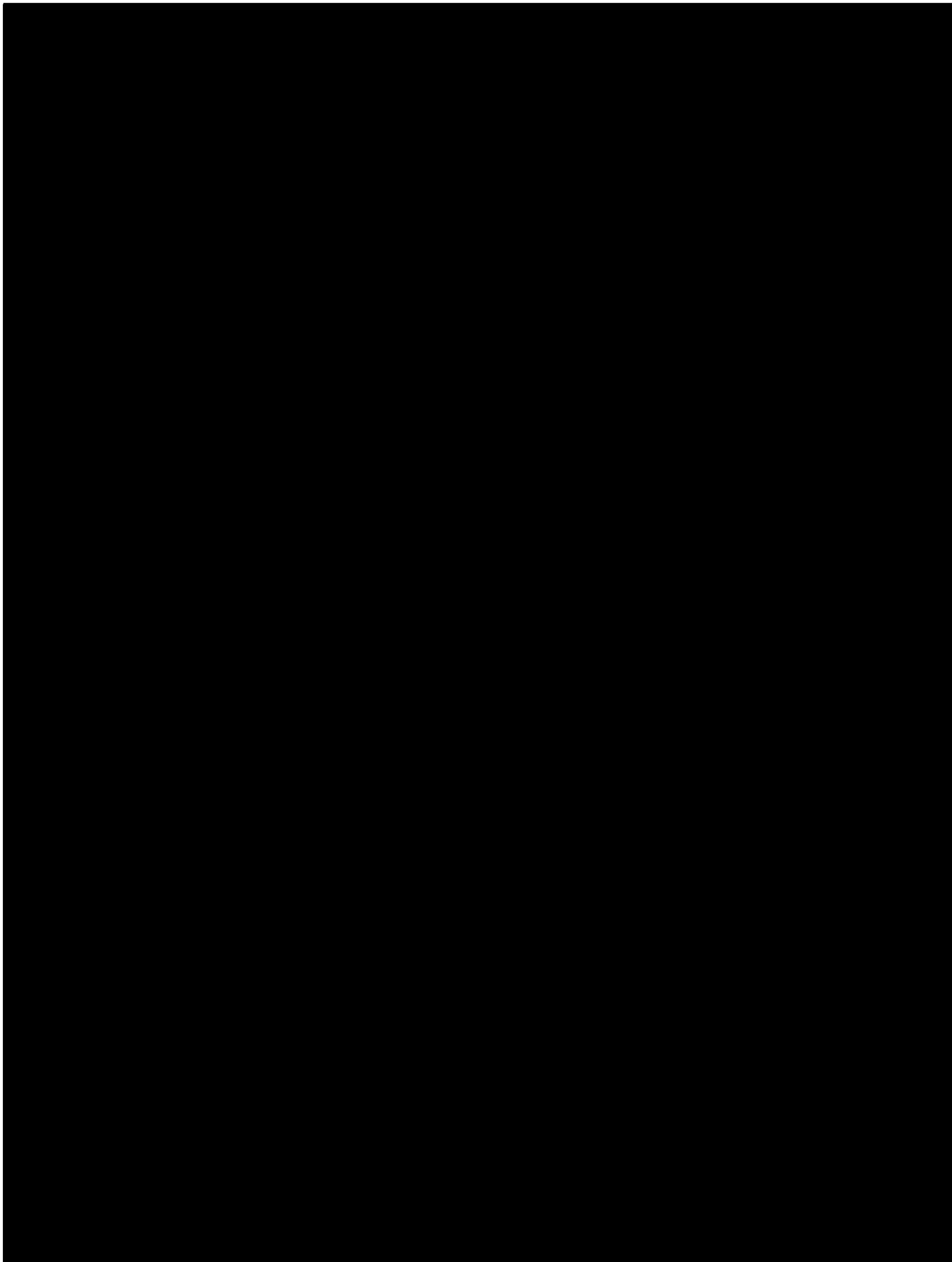
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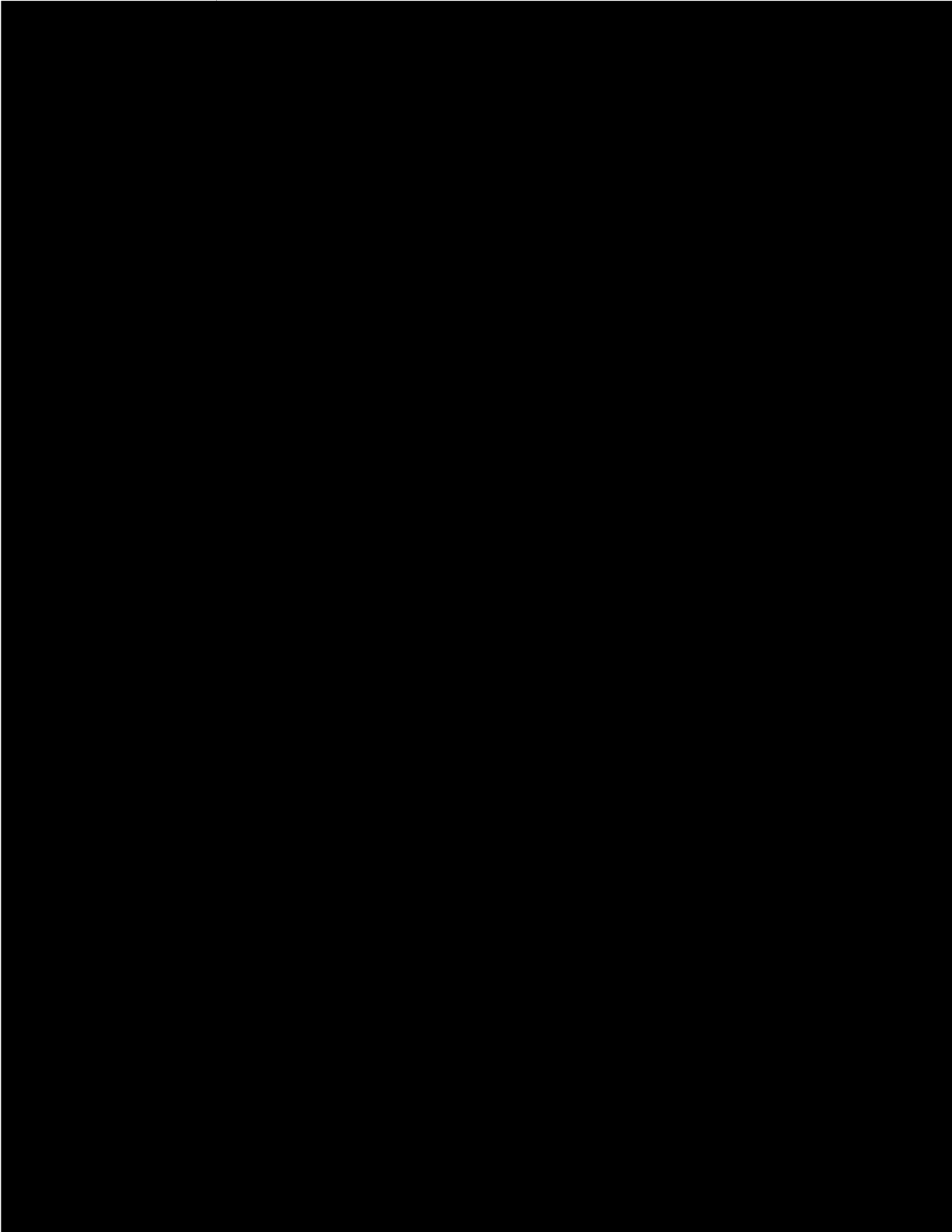
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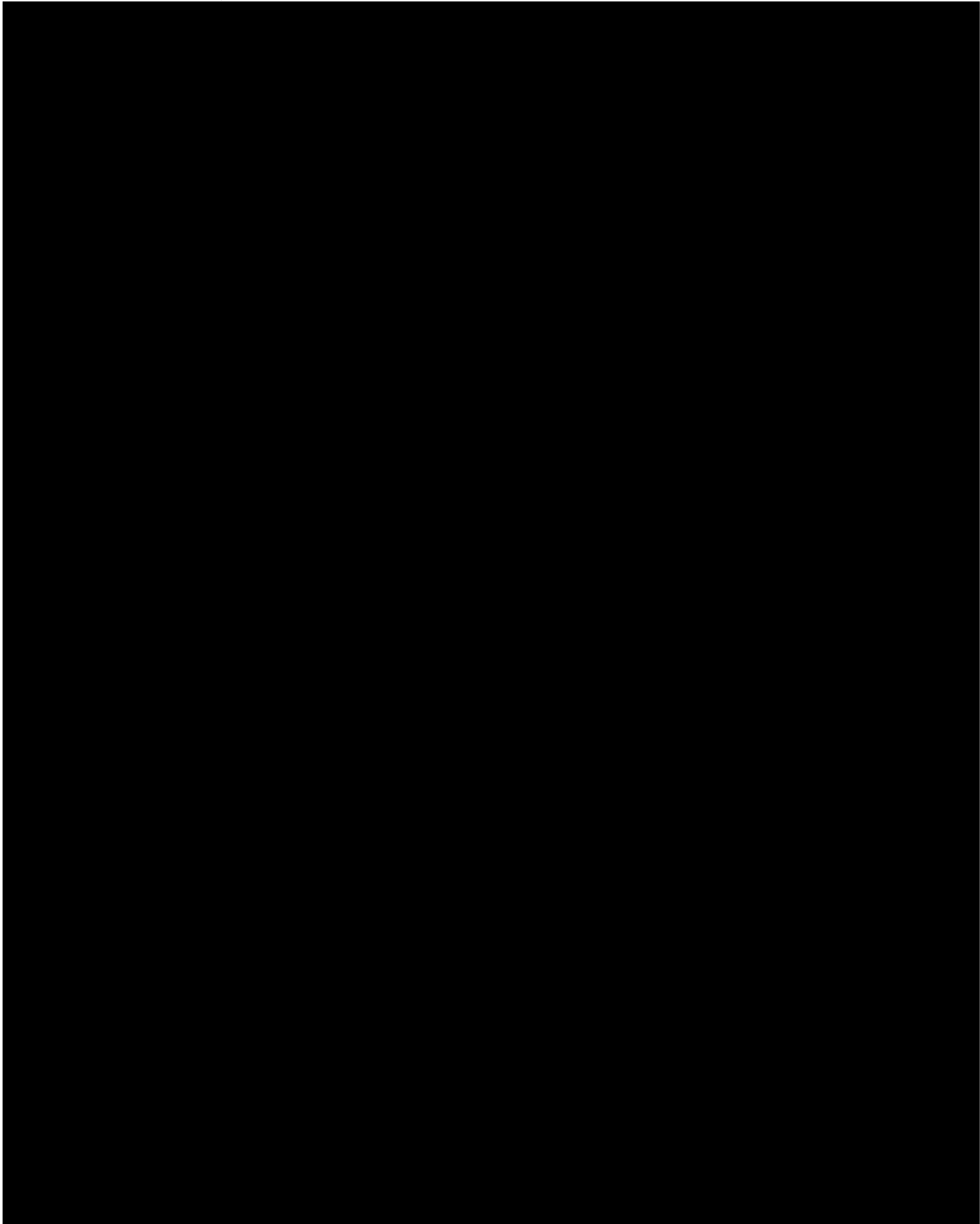
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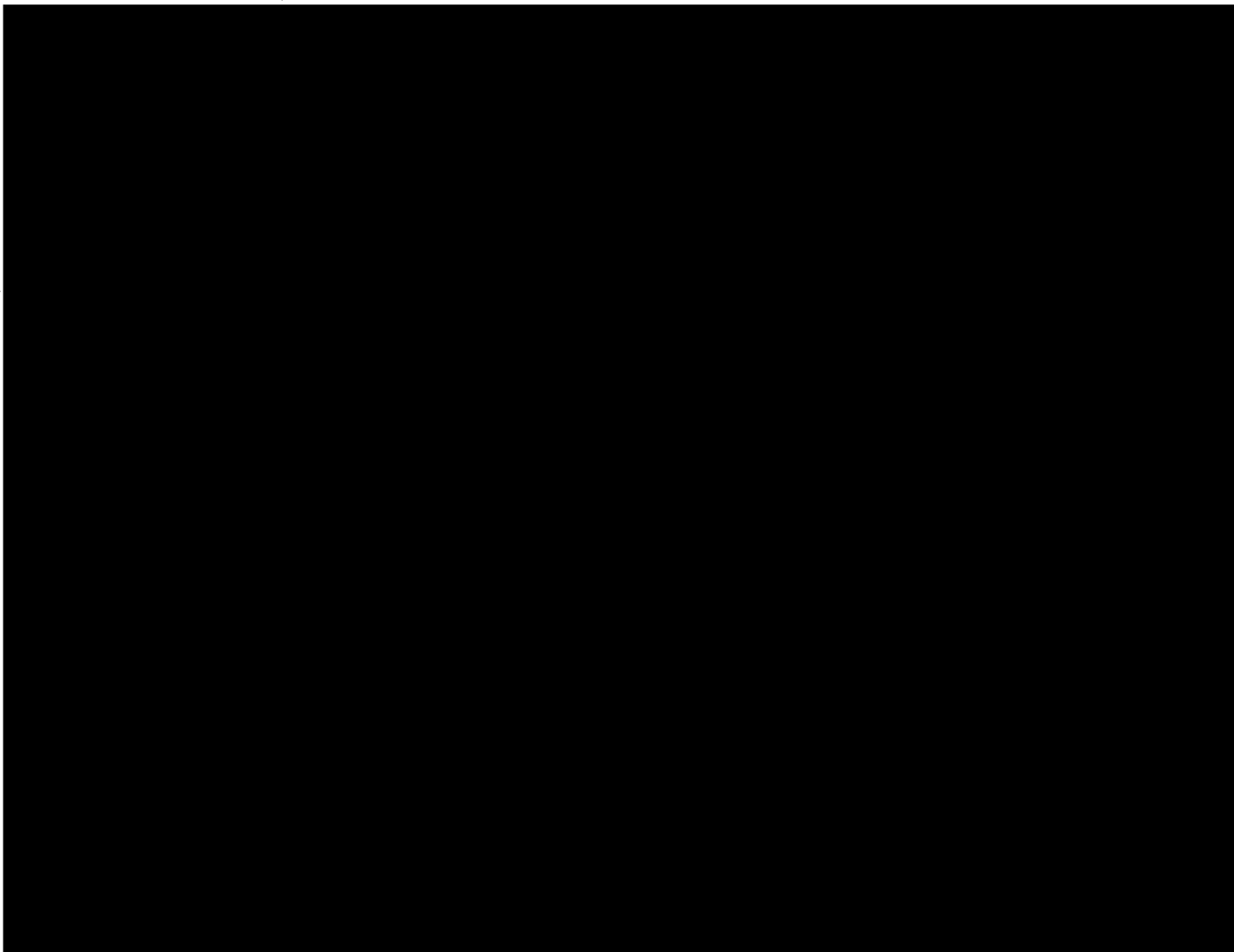
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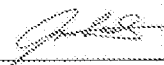
IN WITNESS WHEREOF, each of the parties hereto has executed, or has caused to be executed by its duly authorized representative, this Agreement the 26 day of April 2017.

SELLER

PURCHASER:

SKOUT, INC.

SKOUT ORGANIC, LLC

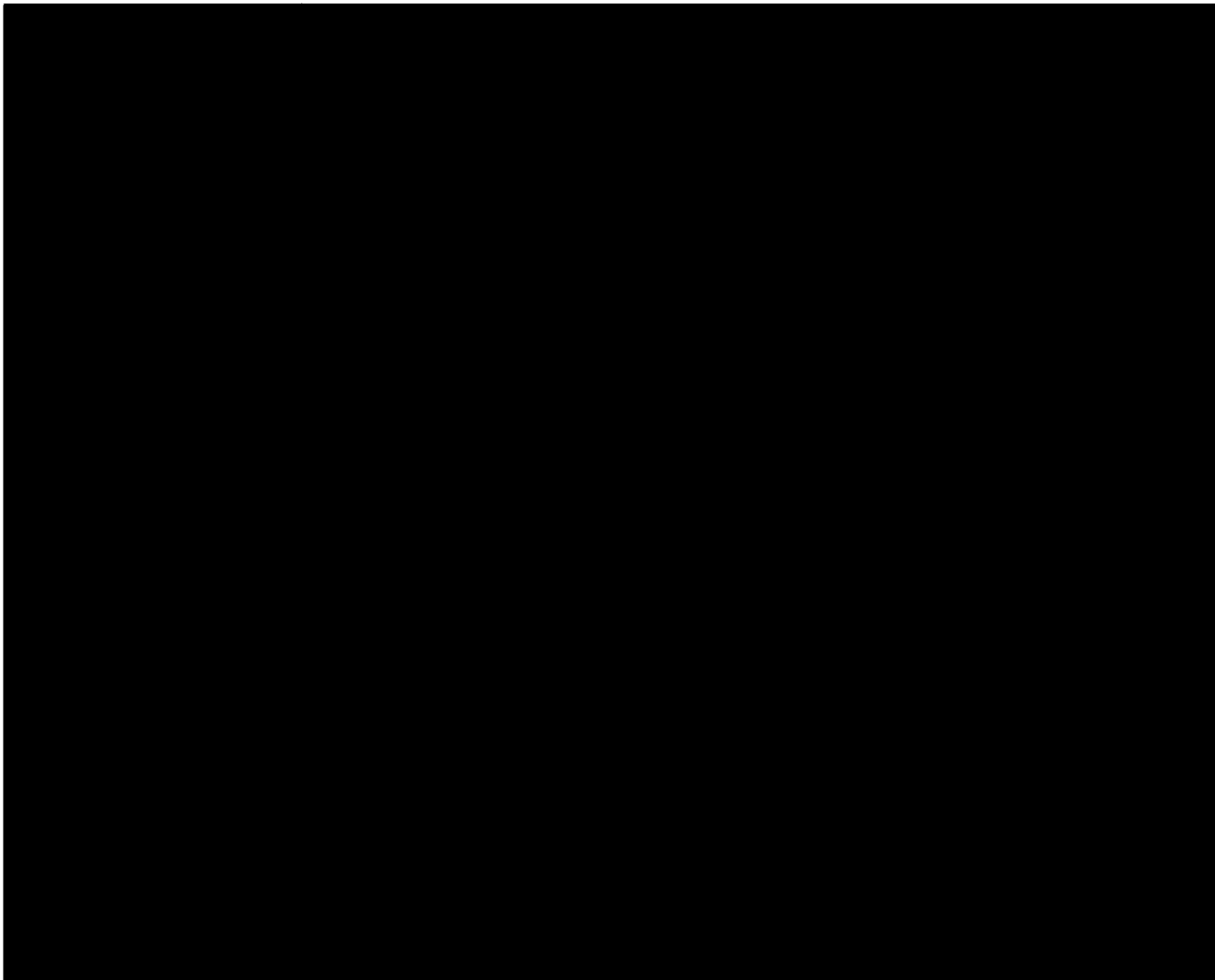
By: 

By: _____

Name: Jason Pastega

Name: _____





IN WITNESS WHEREOF, each of the parties hereto has executed, or has caused to be executed by its duly authorized representative, this Agreement the 27 day of April 2017.

SELLER

PURCHASER:

SKOUT, INC.

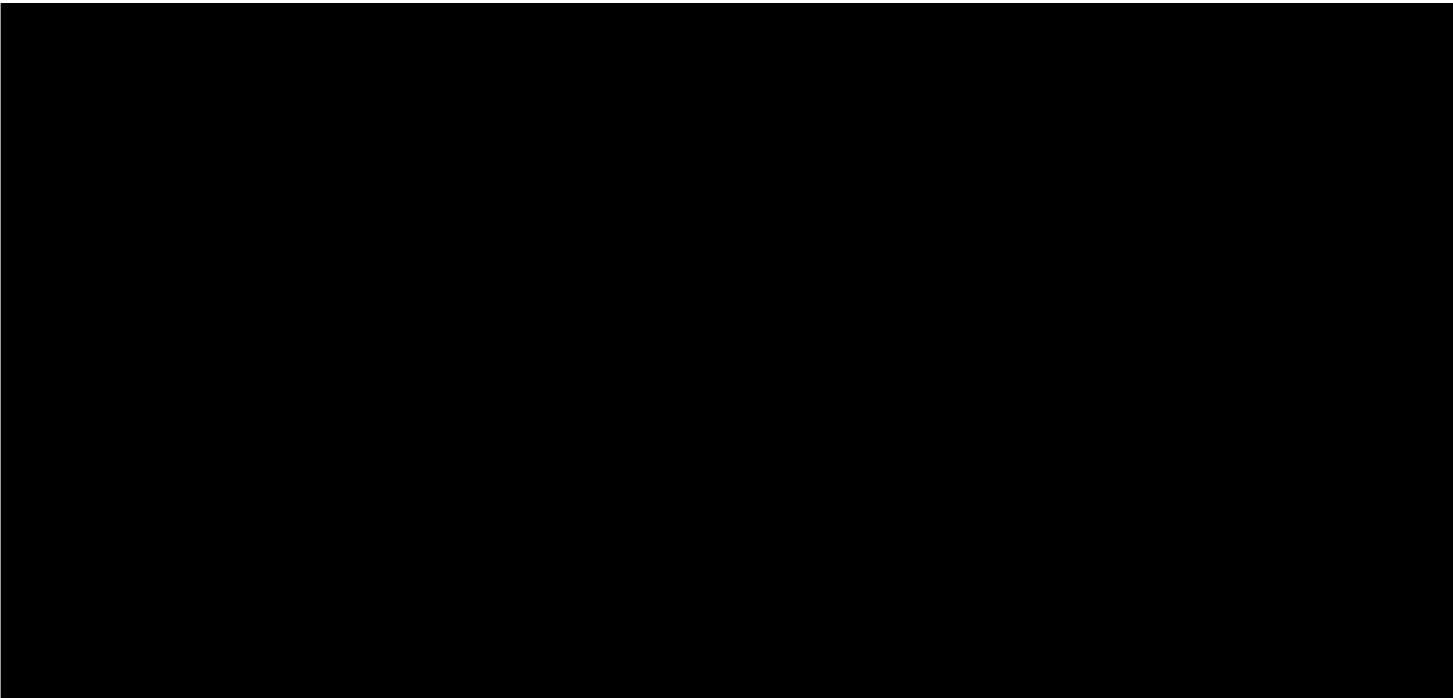
SKOUT ORGANIC, LLC

By: _____

By: DAVID M. FORDMAN

Name: _____

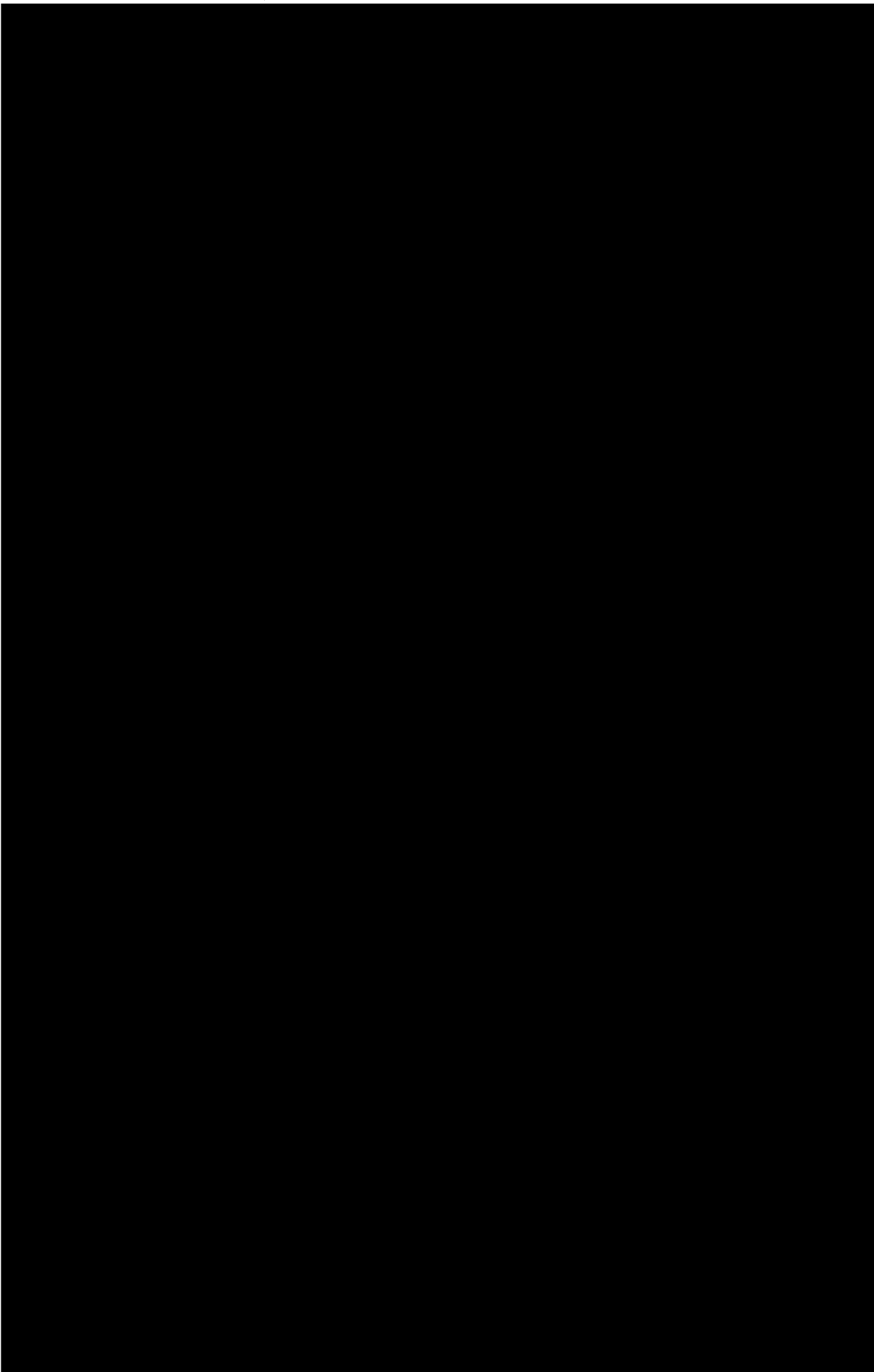
Name: David M. Fordman



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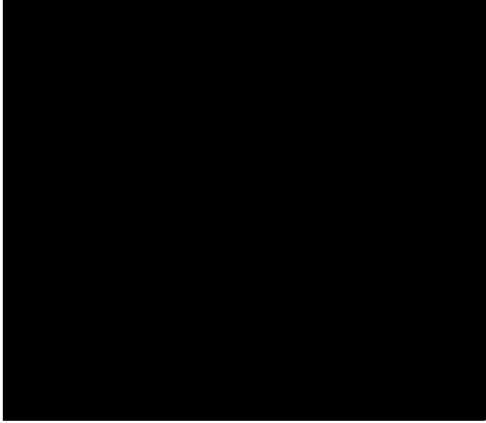
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or



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or

Schedules 1.01 (c) (d) and (e)

Trademark

Skout

DBA

Skout, Inc.

Skout Natural

Skout Organic

Skout Backcountry

URL

skoutnatural.com

skoutorganic.com

skoutbackcountry.com

skoutback.com

Addresses

PO Box 610, Tillamook, OR 97141

PO Box 2421, Portland, OR 97208 is a shared PO Box but planning on closing after all Skout is diverted to 610 or other.

Phone

503-877-4417 is an ATT Cell Phone forwarded to our office.

Fax

503-974-2445 is an efax

All product formulations

Trail Bars

Apple Cinnamon

Blueberry Almond

Chocolate Coconut

Chocolate Peanut Butter

Pumpkin Seeds

Sea Salt

Salsa

BBQ

Energy Gel

Chocolate Coconut

Chocolate Peanut Butter

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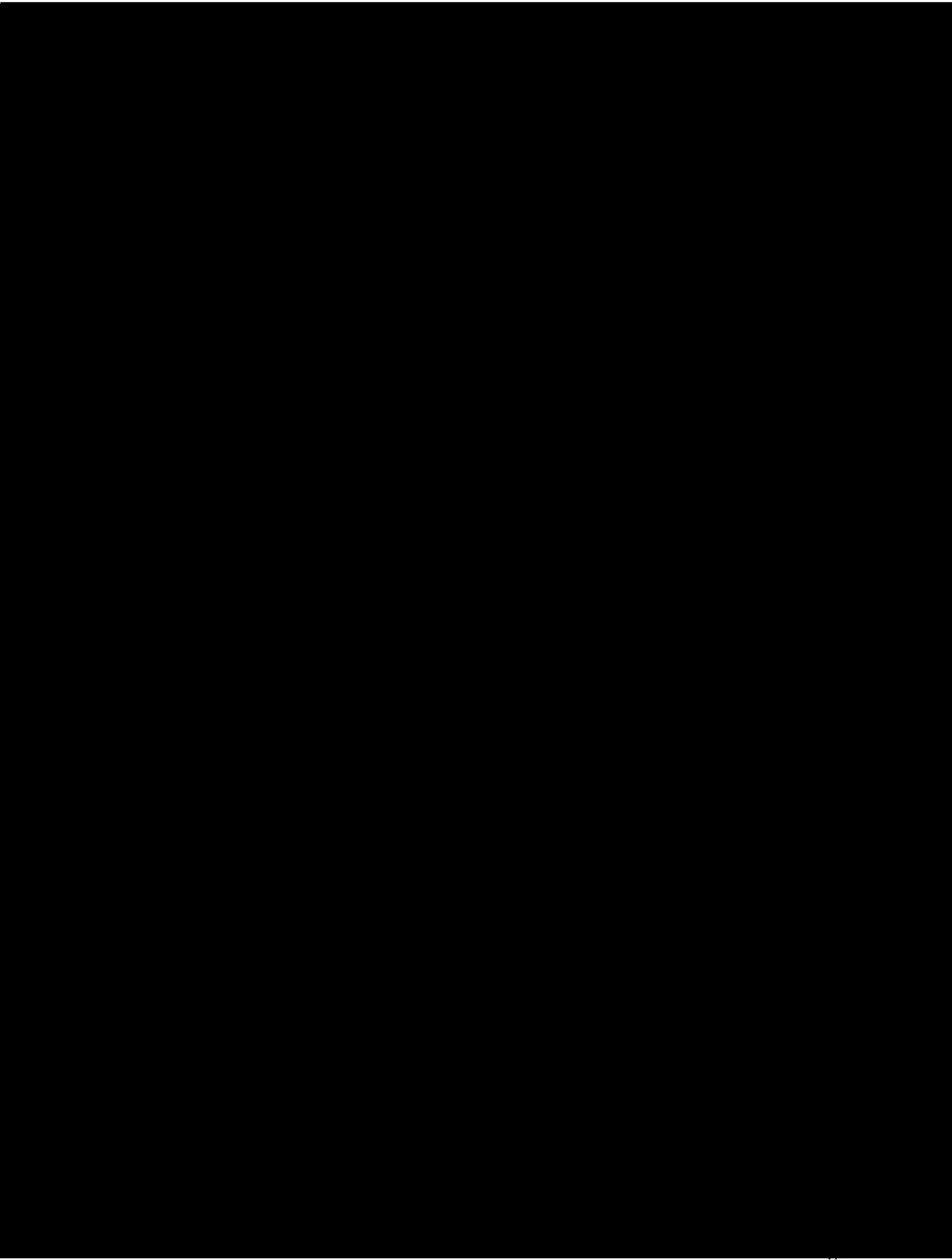
Oregon Department of Agriculture Inspection for 6090 D. Street warehouse.
Oregon Tilth Organic Certificate
Oregon Kosher
Earth Kosher

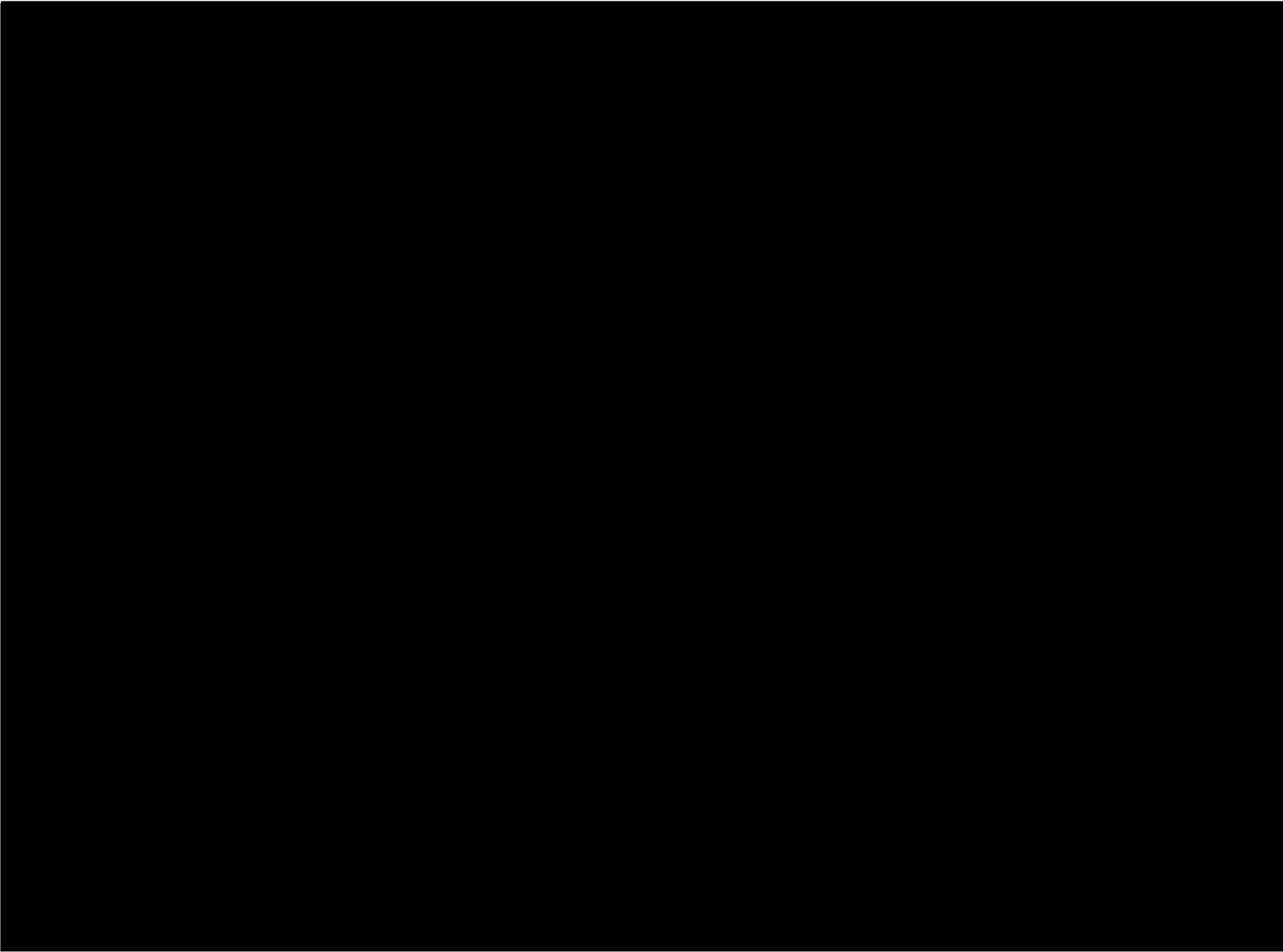
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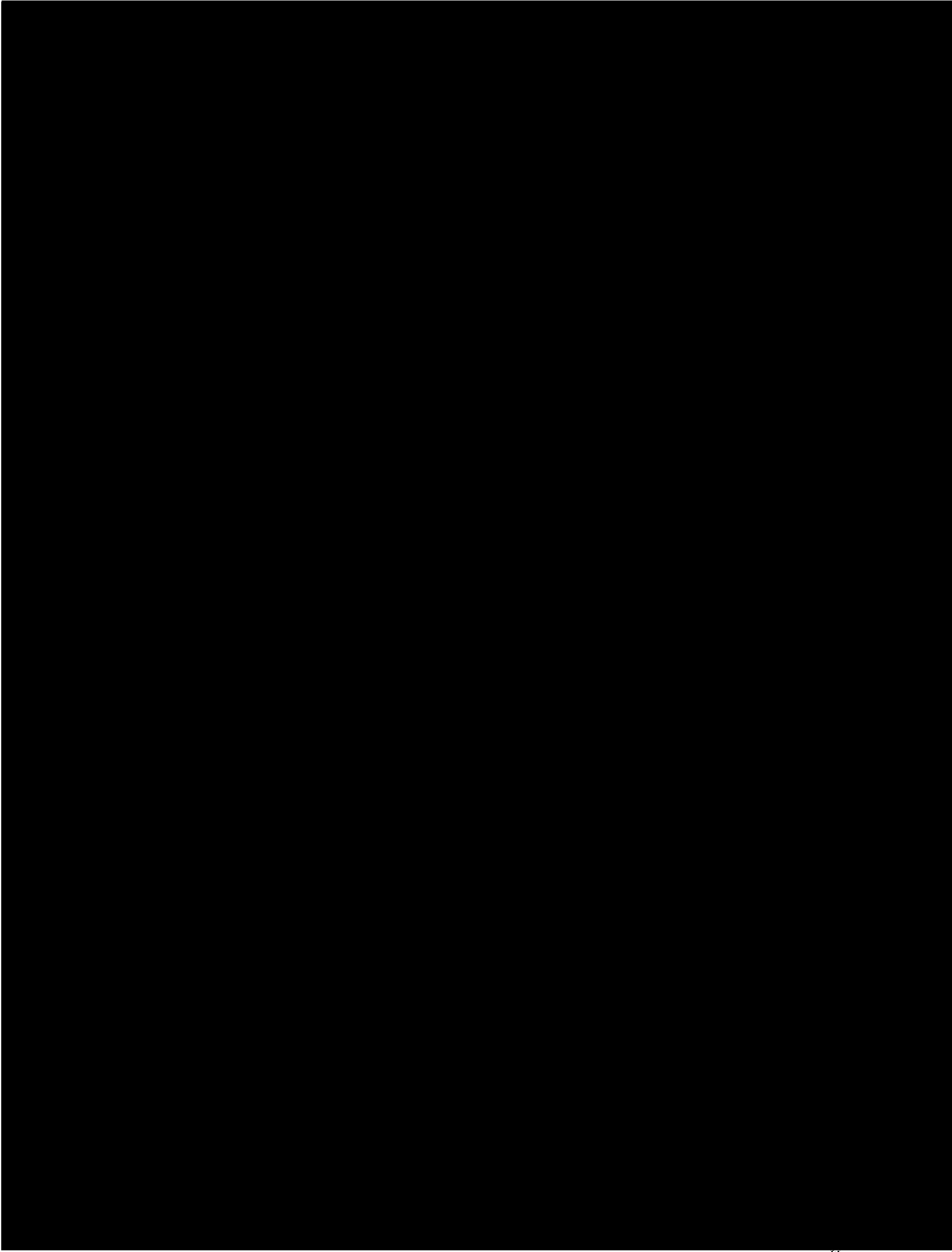
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RECORDED: 11/08/2017

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