

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conopco, Inc.		05/29/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Garden of Light, Inc.		
<b>Doing Business As:</b>	Bakery On Main		
<b>Street Address:</b>	127 Park Avenue, Suite 100		
<b>City:</b>	East Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06108		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87077680	GROWING ROOTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8605270464		
<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>			
<b>Phone:</b>	860-549-5290		
<b>Email:</b>	rothschild@ip-lawyers.com		
<b>Correspondent Name:</b>	Wm. Tucker Griffith, MPH		
<b>Address Line 1:</b>	185 Asylum Street		
<b>Address Line 2:</b>	CityPlace II, FL. 18		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Wm. Tucker Griffith		
<b>SIGNATURE:</b>	/Wm. Tucker Griffith/		
<b>DATE SIGNED:</b>	09/10/2019		
<b>Total Attachments: 13</b>			
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**TRADE MARK ASSIGNMENT**

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dated

**29 MAY 2019**

by

**CONOPCO, INC. AND UNILEVER PLC**  
Assignors

and

**BAKERY ON MAIN INC.**  
Assignee

## Trade Mark Assignment

This Agreement is dated 29 May 2019

### Between

(1) **Conopco, Inc.**, a company incorporated under the laws of New York, whose registered office is at 700 Sylvan Avenue, Englewood Cliffs, New Jersey, 07632, United States of America;

(2) **Unilever PLC**, a company incorporated under the laws of England, whose registered office is at Port Sunlight, Wirral, Merseyside, CH62 4ZD;

(Conopco, Inc. and Unilever PLC are together "**Assignors**"); and

(3) **Bakery On Main Inc.**, a company incorporated under the laws of the State of Connecticut in the United States of America, whose registered office is at 127 Park Avenue, Suite 100, East Hartford, CT 06108 ("**Assignee**").

### Recitals

- A. The Assignors are the proprietors of the registered trade marks and/or the applicant of the trade mark applications listed in Schedule 1 to this Agreement (the "**Trade Marks**") and the Intellectual Property to products formulas ( the "**Intellectual Property**") relating to the Growing Roots brand (the "**Brand**").
- B. The Assignors are the proprietors of the domain names listed in Schedule 2 to this Agreement (the "**Domain Names**").
- C. The Assignors operate various social media accounts relating to the Brand as listed in Clause 2.4(a) below (the "**Social Media Accounts**").
- D. The Assignors own retail point of sale data from Mariano's 2018 PD-06 to 2019 PD-02 and a customer selling deck in relation to the Brand (the "**Brand Data**").
- E. The Assignors have agreed to (i) assign the Trade Marks and Domain Names to the Assignee or its designee(ii) transfer the operating control of the Social Media Accounts to the Assignee or its designee, and (iii) transfer the Brand Data to the Assignee or its designee, in each case in accordance with the terms of this Agreement.

It is agreed as follows:

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Agreement the following words and expressions have the following meanings:

"**Brand**" has the meaning given to it in Recital A;

"**Brand Data**" has the meaning given to it in Recital D.

"**Domain Names**" has the meaning given to it in Recital B;

"**Effective Date**" means the date on which the last of the parties executes this Agreement;

"Intellectual Property" has the meaning given to it in Recital A;

"Social Media Accounts" has the meaning given to it in Recital C and Clause 2.4(a);

"Trade Marks" has the meaning given to it in Recital A;

## 1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

## 2. Assignment and Transfer

- 2.1 In consideration for Assignee hereby waiving any and all pending payments relating to liquidation of packaging, ingredients, product development, and capital expenditure otherwise due by Assignor to Assignee due to discontinuance of purchases from Assignee (the receipt and sufficiency of which is hereby acknowledged by the Assignee and detailed in Schedule 3, including items 3.1, and 3.2 of such schedule) the Assignor hereby assigns to the Assignee or its designee, with effect from the Effective Date, all of its right, title and interest in and to the Intellectual Property, the Trade Marks and the Domain Names and all the goodwill attaching to them, together with the right to sue in respect of every act of infringement of the Trade Marks or the Domain Names whether occurring before or after the Effective Date.
- 2.2 The Assignee shall be responsible for the payment of any taxes (including value added tax) that may be payable in relation to the consideration at clause 2.1 or **Error! Reference source not found.** above.
- 2.3 On the Effective Date, or as soon as reasonably possible thereafter, Assignor shall transfer to Assignee:
  - (a) any information necessary for Assignee to be able to operate the Brand Social Media Accounts including but not necessarily limited to the passwords for each of the accounts, such accounts being Facebook @growingrootsfoods and Instagram @growingrootsfoods; and
  - (b) the Brand Data.
  - (c) Additional Data listed in Schedule 4, as readily available

### **3. No Representations or Warranties**

The Trade Marks and Domain Names are assigned, and the Social Media Accounts, Brand Data transferred, by Assignor to Assignee under this Agreement "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the same. In no event shall either party or its affiliates or any of their respective directors, officers, employees, agents or representatives have any liability to the Assignee relating to or arising out of any use of the Trade Marks, Domain Names, Social Media Accounts, Brand Data in accordance with this Agreement.

### **4. Entire Agreement**

- 4.1 This Agreement, together with the agreements and other documents referred to in, or executed contemporaneously with, this Agreement, constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter. Any conditions or terms, statutory or otherwise, which are not contained or referred to in this Agreement, are hereby excluded.
- 4.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 4.3 Nothing in this clause 4 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

### **5. Governing Law**

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with laws of the State of New York and the parties hereto submit to the exclusive jurisdiction of the state and Federal Courts of New York County, New York.

### **6. General**

- 6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.
- 6.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.
- 6.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.


*[signature page follows]*

Executed by the parties:

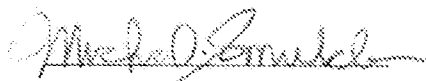
Signed for and on behalf of Conopro, Inc:

Signature:   
Name: Tracy Shepard-Rashkin  
Title: Brand Manager  
Date: 5/30/19

Signed for and on behalf of Unilever PLC:

Signature:   
Name: JOSEPH SULLIVAN  
Title: DULY AUTHORIZED  
Date: 20-5-19

Signed for and on behalf of Bakery On  
Main INC.:

Signature:   
Name: Michael D. Smulders  
Title: President  
Date: 5-30-19



**Schedule 1 - Trade Marks**

<b>GRN</b>	5037248	5037254
<b>COUNTRY</b>	United Kingdom	United States of America
<b>TRADE MARK</b>	GROWING ROOTS	GROWING ROOTS
<b>APPLICATION NO</b>	3170666	87077680
<b>REGISTRATION NO</b>	3170666	
<b>APPLICATION DATE</b>	21-Jun-16	20-Jun-16
<b>REGISTRATION DATE</b>	25-Nov-16	
<b>TRADE MARK STATUS</b>	Registered	Pending
<b>NEXT RENEWAL DUE</b>	21-Jun-26	
<b>RENEWAL STATUS</b>		
<b>OWNER</b>	Unilever PLC	Conopco, Inc.
<b>CLASS</b>	30	29, 30
<b>CLASSES AND GOODS</b>	30 Snack meals and instant snack foods; ready-to-cook foods; rice dishes; ready-cooked meals and instant meals. Sweet biscuits, crackers, herbs and combinations thereof; taco shells; tortillas and noodles; rice; pasta including filled pasta; crackers; chilled and frozen ready meals.	29 Snack meals, instant meals and instant snack foods, namely, seed-based snack foods, coconut-flaked-based snack foods, vegetable-based instant meals in the nature of vegetable puree, vegetable-based snack foods, and vegetable-based meat substitutes 30 Snack meals and instant snack foods, namely, cereal based snack foods, snack cakes, rice-based snack foods, grain-based snack foods, multi-grain based snack foods, corn-based snack foods, quinoa-based snack foods, coffee-based snack foods; sweets, ready-to-use mixtures for the preparation of dishes and sauces, namely, sauce mixes excluding those for making cranberry sauce or applesauce; ready-to-cook foods, namely, rice, noodles and pasta; prepared rice dishes consisting primarily of rice; dried, cooked and preserved alimentary products, namely, alimentary pasta and noodles, dried cooked rice, dried noodles and dried pasta; ready-cooked meals and instant meals, consisting primarily of pasta, noodles or rice; sweet biscuits, crackers, processed

		herbs and combinations thereof; taco shells; tortillas and noodles; rice; pasta including filled pasta; crackers; chilled and frozen ready meals, consisting primarily of pasta, noodles or rice
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**Schedule 2 - Domain Names**

Domain Name	Owner	Registry Expiry Date
growingrootsfood.com	Unilever PLC	11 July 2019
growingrootsfoods.com	Unilever PLC	11 July 2019

**Schedule 3 – Forgiveness Amounts**

**3.1**

Item Description	At 02/24	Cost	Total Expenses	
Carton, Corrugated, Unilever 5/40z	4056 each	10368 at Xposed	0.763	\$ 11,008.51
Carton, Corrugated, Unilever, Growing Roots 60/1 Oz Master Case (6746)	0 ea		0	\$ -
Carton, Sleeve, Unilever, Growing Roots, Maple Bourbon, 1 Oz. (9037Ctn)	1100 each		0.87516	\$ 962.58
Carton, Sleeve, Unilever, Growing Roots, Pina Colada, 1 Oz. (9035Ctn)	1400 each		0.87516	\$ 1,225.22
Cocoa Powder, Organic, Fair Trade (6734)	50 lbs		2.05	\$ 102.50
Crustless BOM, Cam Puff Dummy for WR013	1,35412 lbs		1.660	\$ 2,896.66
Film, Unilever, Chipotle Mole (9023Flm)	11880 ea		0.145	\$ 1,722.60
Film, Unilever, Dark Choc Sea Salt (9028Flm)	8750 ea		0.14	\$ 1,225.00
Film, Unilever, Growing Roots, Pina Colada, 1 Oz (9025Flm)	1,8822 ea		0.08	\$ 1,406.28
Film, Unilever, Growing Roots Maple Bourbon, 1 Oz. (9017Flm)	0 ea		0.08	\$ -
Film, Unilever, Maple Bourbon (9023Flm)	51300 ea		0.11	\$ 5,643.00
Film, Unilever, Pina Colada (9021Flm)	47825 ea		0.11	\$ 5,173.75
Film, Unilever, Salted Caramel (9029Flm)	8550 ea		0.14	\$ 1,197.00
Film, Unilever, Thai Green Curry (9020Flm)	5700 ea		0.15841	\$ 902.94
Flavoring, Bourbon Whiskey, Mission W-129 (6633)	84 lbs		8.14	\$ 787.78
Flavoring, Chili Lime, Mission (6643)	35 lbs		8.43	\$ 295.05
Flavoring, Jamaican Rum, Mission (6646)	30 lbs		8.33	\$ 289.90
Flavoring, Kaffir Lime OR IX (6636)	4 lbs		157.46	\$ 609.92
Flavoring, Mango Orange Pineapple, Or-27477 (6433)	15 lbs		18.62	\$ 284.30
Flavoring, Nat Caramel MONF Feed Corns 3176-89770 (6752)	25 lbs		?	\$ 175.00
Flavoring, Smoke Type, Corns 37618 (6644)	75 lbs		7.09	\$ 554.25
Fruit, Pineapple, Drom Prod, Organic (6639)	38 lbs		8.49	\$ 747.12
Oil, Basil (6636)	4 lbs		134.46	\$ 537.82
Spices, Chipotle Blend, Organic, Treated (XXXX)	500 lbs		1.69	\$ 2,445.00
Spices, Curry Blend, Organic, Treated (XXXX)	500 lbs		5.31	\$ 2,655.00
Spices, Nutmeg, Ground, Organic (6195)	50 lbs		16.25	\$ 812.50
Spinach Powder, Air Dried, Organic (6637)	64 lbs		7.74	\$ 340.66
Spirits, Rum, Organic	58 lbs			\$ -
Syrup, Tapioca 600z, Organic (6478)	640 lbs		0.93	\$ 595.20
Spices, Garam Masala, Organic	10 lbs		11.11	\$ 111.10
Spices, Curin Seed Powder, Organic	52 lbs		7.98	\$ 389.76
Spices, Curry Powder, Salt-Free, Organic	9 lbs		9.48	\$ 85.32
Spices, Onion Powder, Organic	10 lbs		5.11	\$ 51.10
Spices, Smoked Paprika, Organic	35 lbs		16.6	\$ 583.00
Yeast, Nutritional, Organic (9422)	50 lbs		14.09	\$ 704.50
Spices, Lemongrass, Organic (6625)	40 lbs		3.95	\$ 158.00
Spices, Garlic Powder, Organic	10 lbs		5.7	\$ 57.00
Spices, Jalapeno Powder, Organic	25 lbs		10.94	\$ 382.50
Oil, Thai Green Curry	4 lbs		20.63	\$ 82.12
		Ingredient Subtotal		\$ 47,270.34
Amortized Initial Expenses at .046 per unit				\$ 28,095.00
Units purchased	116880		-0.046	\$ (5,372.80)
Net value owed from startup costs				\$ 22,722.54
Grand Total US owes				\$ 69,992.34

**3.2**

Plant Trial disbursement by Bakery on Main in the amount of \$5,666.59.

Forgiveness Grand Total by Bakery on Main - \$75,658.93



#### Schedule 4 – Additional Brand Data

1. All sales decks presented ( especially Kroger, Target, Sprouts, Mariano's, Publix, Whole Foods, Wakefern, Ahold, Foodlion, Meijer, Hy Vee, Big Y, HEB, Wegmans)
2. UNFI and Kehe plans presented
3. Any contracts (Merch and Slotting)
4. Merchandising plans / calendar for all accounts
5. Category data
6. List of accounts presented to and the buyers names and contact information
7. Spec sheets
8. Sell Sheets

Addendum to Trade Mark Assignment Agreement dated May 29 2019 to correct error in corporate name of one of the parties.

- (1) Between Conopco Inc., a company incorporated under the laws of New York, whose registered office is at 700 Sylvan Avenue, Englewood Cliffs, NJ, 07632, United States of America;
- (2) Unilever PLC, a company incorporated under the laws of England whose registered office at Port Sunlight, Wirral, Merseyside, CH62 4ZD;

(Conopco, Inc. and Unilever PLC being the "Assignors"; and

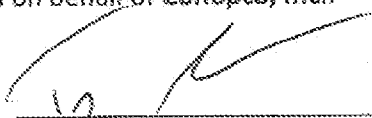
- (3) Garden of Light Inc. D/B/A Bakery On Main, a company incorporated under the laws of the State of Connecticut in the United States of America, whose registered office is at 127 Park Avenue, Suite 100, East Hartford, CT 06108 (Assignee).

The parties agree that the Trade Mark Assignment Agreement dated May 29 2019 and referenced above is amended so that every instance of the corporate name **Bakery On Main Inc.** in the agreement is amended to state **Garden of Light Inc. D/B/A Bakery On Main** effective May 29, 2019.

Executed by the parties:

Signed for and on behalf of Conopco, Inc.:

Signature:



Name:

Tracy Shepard-Rashkin

Title:

Brand Manager

Date:

8/12/19

Signed for and on behalf of Unilever PLC:

Signature:



Name: Joseph Sullivan

Title: Duly authorised

Date: 7 August 2019

Signed for and on behalf of Garden of Light D/B/A Bakery On Main.:

Signature:



Name: Michael D. Smulders

Title: President

Date:

8-30-19