

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587431

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Willow Wood Partners One, LLC | | 07/17/2020 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | New Barn, Inc. | | |
| Street Address: | 1400 Valley House Drive, Suite 210 | | |
| City: | Rohnert Park | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94928 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5097536 | ALMOND CRÈME | |
| Registration Number: | 5008670 | NEW BARN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3105533610 | | |
| Email: | nshabani@greenbergglusker.com | | |
| Correspondent Name: | Natasha Shabani | | |
| Address Line 1: | 2049 Century Park East, Suite 2600 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Natasha Shabani | | |
| SIGNATURE: | /natashashabani/ | | |
| DATE SIGNED: | 07/20/2020 | | |
| Total Attachments: 1 | | | |
| source=New Barn trademark assignment(3824357.1)2 (1)#page1.tif | | | |

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TRADEMARK ASSIGNMENT

Effective as of July 17, 2020 (“Effective Date”), Willow Wood Partners One, LLC a California limited liability company with a business address at 141 North Street, Healdsburg, CA 95448 (the “Assignor”) executes this Assignment of Trademarks (the “Assignment”) in favor of New Barn, Inc. a Delaware corporation with a business address at 1400 Valley House Drive, Suite 210, Rohnert Park, CA 94928 (the “Assignee”) (each a “Party” and collectively the “Parties”).

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby irrevocably quitclaims, assigns, conveys and transfers to Assignee all of Assignor’s worldwide right, title and interest in and to the trademarks **NEW BARN, United States Registration Number 5,008,670, and ALMOND CRÈME, United States Registration Number 5,097,536** (collectively, the “Trademarks”). The foregoing assignment shall include, without limitation: 1) all goodwill associated with the Trademarks; 2) any similar, corresponding or equivalent rights to any of the Trademarks; 3) all renewals associated with the Trademarks; and 5) all documentation related to any of the Trademarks.

Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights in and to the Trademarks. Assignor agrees to execute any additional documents necessary or reasonably requested by Assignee to effect or evidence the Assignment, and those documents reasonably requested by Assignee in order to apply for and obtain, in the Assignee’s name and for its benefit, trademarks and all other intellectual property rights throughout the world related to the Trademarks and to transfer, effect, confirm, perfect, record, preserve, protect and enforce all right, title and interest transferred hereunder (collectively, “Supporting Documents”). If Assignor fails or refuses to timely execute any Supporting Documents, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the President of Assignee is hereby, irrevocably appointed Assignor’s attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the Assignment.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

This Assignment shall be governed by and construed under the laws of the State of California, without regard to choice of laws provisions.


IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.


ASSIGNOR:

ASSIGNEE:

WILLOW WOOD PARTNERS ONE, LLC

NEW BARN, INC.

By: 
Name: Ted Robb
Title: Manager

By: 
Name: Ted Robb
Title: CEO