

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600958

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <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>         |
| Zero Acre Farms LLC   |  | 10/01/2020            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | Zero Acre Farms Inc                                |                       |                            |
| <b>Street Address:</b>  | 3520 20th St Num 7                                 |                       |                            |
| <b>City:</b>  | San Francisco                                      |                       |                            |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                            |
| <b>Postal Code:</b>   | 94110  |                       |                            |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                            |                       |                            |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                            |
| <b>Serial Number:</b>   | 90050431   | ZERO ACRE FARMS       |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                            |
| <b>Fax Number:</b>  |  |                       |                            |
| <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>   | 7078156229   |                       |                            |
| <b>Email:</b>   | alex@archetypelegal.com                            |                       |                            |
| <b>Correspondent Name:</b>  | Alex King  |                       |                            |
| <b>Address Line 1:</b>  | 18035 Barrett Ave                                  |                       |                            |
| <b>Address Line 4:</b>  | Sonoma, CALIFORNIA 95476                           |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Alex King  |                       |                            |
| <b>SIGNATURE:</b>   | /alex king/  |                       |                            |
| <b>DATE SIGNED:</b>   | 10/02/2020   |                       |                            |
| <b>Total Attachments: 5</b>   |  |                       |                            |
| source=Zero Acre Farms_Trademark Transfer and Assignment Agreement#page1.tif  |  |                       |                            |
| source=Zero Acre Farms_Trademark Transfer and Assignment Agreement#page2.tif  |  |                       |                            |
| source=Zero Acre Farms_Trademark Transfer and Assignment Agreement#page3.tif  |  |                       |                            |
| source=Zero Acre Farms_Trademark Transfer and Assignment Agreement#page4.tif  |  |                       |                            |
| source=Zero Acre Farms_Trademark Transfer and Assignment Agreement#page5.tif  |  |                       |                            |

OP \$40.00 90050431

## TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This trademark transfer and assignment agreement (“**Agreement**”), dated October 1, 2020, is made and entered into by and among Zero Acre Farms LLC (“**Assignor**”) and Zero Acre Farms Inc. (“**Assignee**”).

### RECITAL

**WHEREAS**, Assignor obtained the Registration (as such term is defined herein) of one (1) trademark with the United States Patent and Trademark Office;

**WHEREAS**, as a part of a Plan of Dissolution, Assignor desires to transfer and assign to Assignee and Assignee wishes to obtain Assignor’s entire right, title, and interest in and to the Registration.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

**1. Assignor Registration.** Assignor hereby irrevocably assigns all of its right, title, and interest together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention identified in the Registration and set forth on **Schedule A** to Assignee (the “**Registration**”). Assignor acknowledges that, following such assignment, Assignee shall be the owner of all right, title, and interest in and to the Registration. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.

**1.1** Assignor acknowledges itself as the applicant of the Registration set forth on **Schedule A** and that the Registration is free and clear of any security interest or other lien or encumbrance of any kind.

**1.2** Assignor represents, warrants, and covenants that the transfer by Assignor to Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Registration.

**1.3** Assignor acknowledges that the assignment of the Registration to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit

to be done, any act or thing that would impair the rights of the Assignee in and to the Registration, or adversely affect the validity of the Registration.

**2. Consideration.** Assignee is taking possession and assignment of the Registration as part of a Plan of Dissolution, whereby the Assignor is transferring the Registration to the Assignee.

**3. Notices.** All notices, consents, or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

**Assignor:**

Zero Acre Farms LLC  
3520 20<sup>th</sup> St #7  
San Francisco, CA 94110

**Assignee:**

Zero Acre Farms Inc.  
3520 20<sup>th</sup> St #7  
San Francisco, CA 94110

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

**4. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. Any dispute hereunder shall be brought in the appropriate state or federal court having jurisdiction over San Francisco, California. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

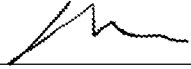
**5. Entire Agreement.** This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**AGREED TO AND ACCEPTED:**

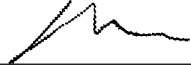
**ASSIGNOR**



---

Name: Jeff Nobbs, Sole Member

**ASSIGNEE**



---

Name: Jeff Nobbs, CEO

**TRADEMARK**

**SCHEDULE A**

Registration

- Zero Acre Farms: Serial Number 90050431

**TRADEMARK**

---

|                                |   |
|--------------------------------|---|
| <b>TITLE</b>                   | Trademark Transfer and Assignment Agreement |
| <b>FILE NAME</b>               | Zero Acre Farms_T...ent Agreement.doc       |
| <b>DOCUMENT ID</b>             | c23cadea98e2ee74c5491e04467e68b9a27fff51    |
| <b>AUDIT TRAIL DATE FORMAT</b> | MM / DD / YYYY                              |
| <b>STATUS</b>                  | ✦ Completed                                 |

---

Document History



**10 / 01 / 2020**  
22:31:30 UTC

Sent for signature to Jeff Nobbs (jeff.nobbs@gmail.com) from hello@archetypelegal.com  
IP: 174.65.88.132



**10 / 02 / 2020**  
01:59:26 UTC

Viewed by Jeff Nobbs (jeff.nobbs@gmail.com)  
IP: 47.208.194.155



**10 / 02 / 2020**  
01:59:52 UTC

Signed by Jeff Nobbs (jeff.nobbs@gmail.com)  
IP: 47.208.194.155



COMPLETED

**10 / 02 / 2020**  
01:59:52 UTC

The document has been completed.