

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626519

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900593997		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUDEE'S GLUTEN FREE LLC		01/29/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Terra Companies LLC		
Street Address:	177 Huntington Ave		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5660039	JUDEE'S GLUTEN FREE	
CORRESPONDENCE DATA			
Fax Number:	8138394896		
<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:	813-999-0199		
Email:	lros@aegislaw.com		
Correspondent Name:	Marshall Kobrin		
Address Line 1:	100 S Ashley Dr Ste 620		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Leila Ros		
SIGNATURE:	/Leila Ros/		
DATE SIGNED:	02/16/2021		
Total Attachments: 3			
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Intellectual Property Assignment

This Intellectual Property Assignment, dated as of January 29, 2021 (the “Effective Date”), is made by Judee’s Gluten Free LLC, formerly known as Gluten Free You and Me LLC (“Seller”), in favor of Terra Companies LLC (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between, dated on or about of the Effective Date (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, Seller does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller’s worldwide right, title and interest in, to and under Seller’s trademarks, service marks, and trademark and service mark applications, patents and patent applications, and copyright registration or applications, as set forth on Schedule 1 hereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this Intellectual Property Assignment, and any and all renewals, extensions, and continuations thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Intellectual Property Assignment not been made.

Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the intellectual property listed on Schedule 1 to Buyer, or any assignee or successor thereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLER:

Judee’s Gluten Free LLC
f/k/a Gluten Free You and Me LLC

Judith DeJaco
By: Judith DeJaco (Jan 29, 2021 14:23 EST)
Name: Judith DeJaco
Title: Manager

AGREED TO AND ACCEPTED:

BUYER:

TERRA COMPANIES LLC

By: Adam Malpocher
Name: Adam Malpocher
Title: Authorized Representative

SCHEDULE 1

Trademark or Application Title	U.S. Registration or Serial No.	Registration Date
Judee's Gluten Free Design Mark	5660039	January 22, 2019