

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paris Foods Corporation		04/30/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Arbre Farms Corporation		
Street Address:	6362 N 192nd Ave		
City:	Walkerville		
State/Country:	MICHIGAN		
Postal Code:	49459		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3874460	ARBRE FARMS	
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:	6168311788		
Email:	griffithb@millerjohnson.com		
Correspondent Name:	Brandon Griffith		
Address Line 1:	45 Ottawa Ave. SW		
Address Line 2:	Suite 1100		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	48240-2		
NAME OF SUBMITTER:	Brandon Griffith		
SIGNATURE:	/Brandon Griffith/		
DATE SIGNED:	04/30/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated April 30, 2021 (the “Effective Date”), is made by and among Paris Foods Corporation, a Delaware corporation (“Assignor”), and Arbre Farms Corporation, a Michigan corporation (together with its assignees, “Assignee”).

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademarks and domains set forth on Schedule 1 hereto, including, without limitation, all registrations, applications, renewals and common law rights of any kind associated therewith (the “Intellectual Property”), together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Intellectual Property in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

**PARIS FOODS CORPORATION, a
Delaware corporation**

DocuSigned by:
Kelly Berrie
By: _____
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Name: Kelly Berrie

Title: President

ASSIGNEE:

**ARBRE FARMS CORPORATION, a
Michigan corporation**

By: _____

Name: Dylan Marks

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

**PARIS FOODS CORPORATION, a
Delaware corporation**

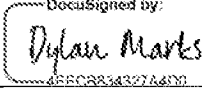
By: _____

Name: Kelly Berrie

Title: President

ASSIGNEE:

**ARBRE FARMS CORPORATION, a
Michigan corporation**

By:  _____

Name: Dylan Marks

Title: Chief Executive Officer

SCHEDULE 1

Registered Trade Name:

Tradename: "Arbre Farms", Reg. # 3874460 , Reg. Date Nov. 8, 2010, Serial No. 77781571 , Filing Date July 15, 2009