

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Devil Mountain Tree Company, LLC		05/24/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Devil Mountain Wholesale Nursery, LLC		
Street Address:	9885 Alcosta Boulevard		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2001332	SWAN HILL OLIVES	
CORRESPONDENCE DATA			
Fax Number:	5108341928		
<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:	15108346600		
Email:	tmdocket@wendel.com		
Correspondent Name:	Eugene M. Pak		
Address Line 1:	1111 Broadway, 24th Floor		
Address Line 4:	Oakland, CALIFORNIA 94607		
NAME OF SUBMITTER:	Eugene M. Pak		
SIGNATURE:	/Eugene M. Pak/		
DATE SIGNED:	05/25/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") dated as of May ²⁴ 2021, is made by **Devil Mountain Tree Company, LLC**, a California limited liability company with an address of 9885 Alcosta Boulevard, San Ramon, CA 94583 ("Assignor"), and **Devil Mountain Wholesale Nursery, LLC** ("Assignee"), a California limited liability company with an address of 9885 Alcosta Boulevard, San Ramon, CA 94583.

WHEREAS, Assignor was created when BrightView Tree Company was acquired by Assignee and BrightView Tree Company was converted to Assignor "Devil Mountain Tree Company, LLC," and Assignor thereby became the owner of the trademark SWAN HILL OLIVES mark and associated marks including marks set forth in Schedule 1 hereto, and their associated goodwill (the "Marks");

WHEREAS, the change in ownership (entity conversion) for the SWAN HILL OLIVES mark and registration (Reg. No. 2001332) from BrightView to Assignor was previously recorded with the U.S. Patent & Trademark Office ("USPTO") on or about February 10, 2021, and the parties to this Agreement have since operated and used the Marks pursuant to an oral intercompany trademark license;

WHEREAS, Assignor now wishes to convey, transfer and assign to Assignee the ownership of such rights in the Marks including the goodwill associated therewith, as well as assign its rights in the SWAN HILL OLIVES License and Distribution Agreement with Arizona Olives & Ornamentals, LLC (the "License Agreement") to Assignee, and Assignee wishes to receive such rights;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby does sell, convey, transfer and assign, and confirms such sale, conveyance, transfer and assignment, to Assignee of: 1) any and all of Assignor's rights, title, and interest in and to Marks (including Reg. No. 2001332) and the goodwill and business associated therewith, on a worldwide basis, and 2) any and all of Assignor's rights, title, and interest in and to the License Agreement. This assignment includes the right to sue and to bring any action or proceeding with respect to the Marks including for any past, present, or future infringements and to recover damages, profits, fees and costs.

2. Assistance. Assignor agrees to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require, in order to transfer, perfect, enforce, and vest all of Assignor's rights, title, and interest in and to the Marks and License Agreement to Assignee.

3. Counterparts. This Trademark Assignment Agreement 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 Trademark Assignment Agreement

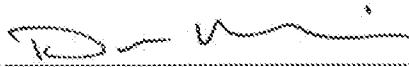
delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment Agreement.

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


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

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment Agreement as of the date(s) set forth below.

Devil Mountain Tree Company, LLC
("Assignor")


.....
Drew McMillan, CEO
Date: 5/24/2021

Devil Mountain Wholesale Nursery, LLC
("Assignee")


.....
Drew McMillan, CEO
Date: 5/24/2021

SCHEDULE 1 (TRADEMARKS)

SWAN HILL OLIVES®
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