

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900616975		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FHC Residual, LLC		05/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FHC Acquisition Company, LLC		
Street Address:	9754 3100 Road		
City:	Hotchkiss		
State/Country:	COLORADO		
Postal Code:	81419		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4150147	FARMHOUSE CULTURE	
Registration Number:	4907094	FARMHOUSE CULTURE RAW ORGANIC GOODNESS N	
Registration Number:	4912010	FARMHOUSE CULTURE RAW ORGANIC GOODNESS N	
Registration Number:	5230522	FERMENT-O-VENT	
Registration Number:	5282880	GUT PUNCH	
Registration Number:	4859490	GUT SHOT	
Serial Number:	88610177	KRAUT KRISPS	
CORRESPONDENCE DATA			
Fax Number:	4156597333		
<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:	415.836.2506		
Email:	TMDocket@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 2:	Attn: Gina Durham, Esq (421590-000007)		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	421590-000007		

NAME OF SUBMITTER:	Carissa Bouwer, Esq./DLA Piper LLP (US)
SIGNATURE:	/Carissa Bouwer/
DATE SIGNED:	06/23/2021
Total Attachments: 3 source=421590-000007 FHC Residual to FHC Acquisition TM Assignment Agmt#page1.tif source=421590-000007 FHC Residual to FHC Acquisition TM Assignment Agmt#page2.tif source=421590-000007 FHC Residual to FHC Acquisition TM Assignment Agmt#page3.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment is entered into by and between FHC Residual, LLC a Delaware limited liability company having an address of 7733 Forsyth Blvd. Suite 1400, St. Louis, MO 63105 (the “**Assignor**”) and FHC Acquisition Company, LLC a Colorado limited liability company having an address of 9754 3100 Road, Hotchkiss, CO 81419 (the “**Assignee**”).

WHEREAS, Assignor as owner of the trademarks listed in Exhibit A (the “**Trademarks**”) has sold, transferred and assigned the Trademarks to Assignee in connection with that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated April 15, 2021 (“**Effective Date**”); and

WHEREAS, the parties execute this Confirmatory Trademark Assignment for the sole purpose of memorializing and recording the sale, transfer and assignment of the Trademarks effected by the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. As of the Effective Date, Assignor does hereby, irrevocably assign, transfer and convey to Assignee, and Assignee does accept, all of Assignor’s right, title and interest in and to the Trademarks, including but not limited to any registrations, applications, renewals and parts thereof (whether presently available or subsequently available as a result of intervening legislation), all common law rights therein, all moral rights therein, together with the goodwill of the business symbolized by or embodied in the Trademarks and all claims for damages by reason of past or future infringements of the Trademarks with the right to sue for and collect the same for Assignee’s own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. These obligations shall be binding upon Assignor’s successors, assigns, heirs, executives, administrators, and other legal representatives.

2. Authorization and Recordation. Assignor hereby authorizes and requests all applicable governmental authorities or registrars to record and register Assignee as the owner of the Trademarks, and to issue any and all registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee and Assignee’s successors and/or assigns, as assignee of all of Assignors’ rights, title and interest in and to the Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Trademarks.

3. Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor’s signature on any copyright or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Trademarks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

4. Asset Purchase Agreement. This Confirmatory Trademark Assignment is being executed and delivered pursuant to the Asset Purchase Agreement. Notwithstanding anything in this Confirmatory Trademark Assignment to the contrary, nothing in this Confirmatory Trademark Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Confirmatory Trademark Assignment, all of which shall survive the delivery of this Confirmatory Trademark Assignment to the extent provided in the Asset Purchase Agreement. To the extent that any provision of this Confirmatory Trademark Assignment conflicts or is inconsistent with the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

5. Miscellaneous. Each party represents that it has the power and authority to enter into this Confirmatory Trademark Assignment. If any term of this Confirmatory Trademark Assignment is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect. This Confirmatory Trademark Assignment may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Trademark Assignment to be executed as of this 11th day of May, 2021.

ASSIGNOR:

ASSIGNEE:

FHC Residual LLC

FHC Acquisition Company, LLC

By: *Keith Freeman*
B394B21BDCBB4D6...

By: *Sarah Tuft*

Name: Keith Freeman

Name: Sarah Tuft

Name: _____

Name: Sarah Tuft

Title: Authorized Representative

Title: Owner/COO

Title: _____

Title: Owner/COO

Date: 5/11/2021

Date: 5/11/2021

Date: _____

Date: 5/11/2021

EXHIBIT A

Jurisdiction	Mark	App. No.	Reg. No.	Reg. Date
United States	FARMHOUSE CULTURE	85441101	4150147	5/29/2012
United States	FARMHOUSE CULTURE RAW ORGANIC GOODNESS NATURALLY PROBIOTIC KRAUT CLASSIC and Design	86438957	4907094	3/1/2016
United States	FARMHOUSE CULTURE RAW ORGANIC GOODNESS NATURALLY PROBIOTIC KRAUT CLASSIC CARAWAY and Design	86438964	4912010	3/8/2016
United States	FERMENT-O-VENT	86948565	5230522	6/27/2017
United States	GUT PUNCH	87275395	5282880	9/5/2017
United States	GUT SHOT	86606707	4859490	11/24/2015
United States	KRAUT KRISPS	88610177		
Canada	FARMHOUSE CULTURE	1936009		
Canada	GUT PUNCH	1843301	TMA1057087	10/1/2019
Canada	GUT SHOT	1750136	TMA971815	5/26/2017