

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tea Olive I LLC		04/01/2021	Corporation: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	R.P. Acquisition Corporation
<b>Doing Business As:</b>	STOCK + FIELD
<b>Street Address:</b>	514 East Vandalia Street
<b>City:</b>	Edwardsville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	62025
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	90298652	RURAL ROOTS
Serial Number:	88499875	STOCK+FIELD
Serial Number:	88500003	SF STOCK + FIELD
Serial Number:	88492071	SF
Serial Number:	88499966	
Serial Number:	88520061	FARM BELL
Serial Number:	88473030	STOCK & FIELD
Serial Number:	88473042	SF STOCK & FIELD
Serial Number:	88507772	
Serial Number:	88852616	REAL LIFE HAPPENS OUTDOORS
Serial Number:	88587757	FARM BELL FB QUALITY ANIMAL GOODS

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 6184062856

Email: ksmith@rplumber.com

OP \$290.00 90298652

**Correspondent Name:** Katherine Smith  
**Address Line 1:** 514 East Vandalia Street  
**Address Line 4:** Edwardsville, ILLINOIS 62025

<b>NAME OF SUBMITTER:</b>	Katherine M. Smith
<b>SIGNATURE:</b>	/s/ Katherine M. Smith
<b>DATE SIGNED:</b>	07/14/2021

**Total Attachments: 5**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of March 31, 2021 (this "Agreement"), is entered into between Tea Olive I, LLC, a Minnesota limited liability company ("Seller") and R.P. Acquisition Corporation, an Illinois corporation ("Purchaser"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

### WITNESSETH:

WHEREAS, the Purchaser and the Seller have entered into that certain Asset Purchase Agreement, dated as of March 2, 2021 (the "Purchase Agreement"), pursuant to which the Purchaser will acquire, among other things, all of right, title and interest of the Seller in, to and under the Intellectual Property; and

WHEREAS, the Seller and the Purchaser now desire to carry out the intent and purpose of the Purchase Agreement by the Seller's and the Purchaser's execution and delivery of this Agreement evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Purchaser of the Seller's right, title and interest in, to and under the Assigned IP (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, in the Purchase Agreement and in the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Effective as of the Closing, the Seller hereby irrevocably sells, transfers, assigns, conveys and delivers to the Purchaser, free and clear of all Interests, all of Seller's right, title and interest in, to and under all of the Intellectual Property, including (a) all rights to sue for and recover and retain damages for present, past and future infringement, misappropriation or other violation thereof, 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, (b) 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, (c) the Intellectual Property registrations and applications set forth on Schedule A, (d) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and (e) all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof, and symbolized thereby (collectively, the "Assigned IP"). Effective as of the Closing, the Purchaser hereby purchases, accepts and acquires from the Seller, free and clear of all Interests, all of the Seller's right, title and interest in, to and under the Assigned IP.

Section 2. Recordation. The Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the Office of the Register of

Copyrights of the United States, and any official of any other jurisdiction or organization whose duty is to issue any applicable Assigned IP or any legal equivalent thereof, to record and register the Purchaser as the assignee and owner of all right, title and interest in, to and under the applicable Assigned IP.

Section 3. Further Assurances. Upon the request of the Purchaser, the Seller shall promptly execute any other documents and take any other actions reasonably required to give the Purchaser or its designee or assignee the full benefit of this Agreement, the transactions and the assignments contemplated by this Agreement, 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, perfect or record such assignments in any applicable filing jurisdictions to the Purchaser or its designees or assignees. The Seller hereby irrevocably grants the Purchaser power of attorney to execute and deliver any of the documents referenced in Sections 2 or 3 of this Agreement on such Seller's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned IP to the Purchaser or its designee or assignee, to further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, and to perfect the transfer of the Assigned IP, in each case to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Seller's subsequent incapacity.

Section 4. No Third Party Beneficiaries. The parties hereto do not intend to confer any benefit hereunder on any Person other than the parties hereto.

Section 5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Subject to Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, conditions and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

Section 7. Governing Law. To the extent not governed by the Bankruptcy Code, this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to rules governing the conflict of laws.

Section 8. Submission to Jurisdiction. The parties hereto agree that the Bankruptcy Court shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or the implementation or breach hereof.

Section 9. Absolute Assignment. The parties hereto intend that the assignments effected by this Agreement shall constitute absolute and unconditional assignments.

Section 10. Entire Agreement. This Agreement, the Purchase Agreement and the other Ancillary Agreements contain and constitute the entire agreement of the parties hereto

with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto.

Section 11. Amendment, Waiver and Termination. This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each party hereto.

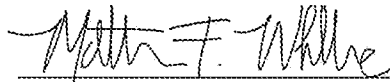
Section 12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed on their behalf as of the date first written above.

**SELLER:**

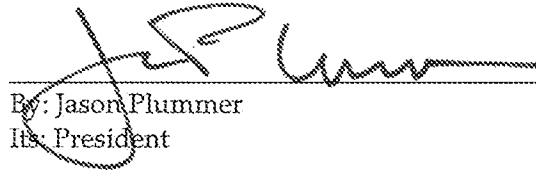
TEA OLIVE I, LLC



By: Matthew F. Whebbe  
Its: Chairman and Chief Executive Officer

**PURCHASER:**

R.P. ACQUISITION CORPORATION



By: Jason Plummer  
Its: President

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 007354 FRAME: 0447**

**Schedule A**

**Trademarks:**

Trademark	Registration No.
STOCK+FIELD	88499875
S+F Logos	88500003, 88492071, 88499966
FARM BELL	88520061
STOCK & FIELD	88473030
Stock & Field Logo	88473042

**Domain name:** www.bigr.com.

[Signature Page to Intellectual Property Assignment Agreement]