

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677397

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900636279

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arcadia Biosciences, Inc.		07/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Arcadia Wellness, LLC
Street Address:	9016 Fullbright Avenue
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	Limited Liability Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	88733635	PROVAULT
Serial Number:	88397649	SOULSPRING
Serial Number:	90211407	ONKARA
Serial Number:	90298975	SOULSPRING
Serial Number:	90298974	EVIRRA
Serial Number:	88397656	EVIRRA
Serial Number:	88630873	VACAY
Serial Number:	86198638	VACAY
Serial Number:	87349888	LIVE ZOLA!
Serial Number:	87278585	ZOLA
Registration Number:	3303759	ZOLA
Registration Number:	4819716	ZOLA
Registration Number:	4819717	ZOLA FRUITS OF THE WORLD
Serial Number:	87278621	

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.

TRADEMARK

Phone: 4124545033
Email: Victoria.Summerfield@troutman.com
Correspondent Name: Victoria D Summerfield
Address Line 1: 501 Grant Street, Suite 300, Union Trust
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 147411.32

NAME OF SUBMITTER: Victoria D Summerfield

SIGNATURE: /Victoria D Summerfield/

DATE SIGNED: 09/28/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 26 day of July, 2021 (the "Effective Date"), by and between Arcadia Biosciences, Inc., a Delaware corporation ("Assignor") and Arcadia Wellness, LLC, a Delaware limited liability corporation ("Assignee") (collectively the "Parties").

WHEREAS, Assignor desires to transfer, assign, convey, grant and deliver to Assignee and Assignee desires to accept from Assignor all of the Assignor's right, title, interest, and good will associated with certain intellectual property, including the Assigned Trademarks, the Domain Names, the Social Media Accounts, and Product Formulations, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties have agreed to execute and deliver this Agreement memorializing the same for recording, as necessary, with the United States Patent and Trademark Office and corresponding entities or agencies in any other applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and 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:

a. the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks;

b. the Internet domain names set forth on Schedule B hereto, and all issuances, extensions, and renewals thereof (the "**Domain Names**");

c. the social media accounts set forth on Schedule C hereto, and all corresponding verifications and access credentials thereof (the "**Social Media Accounts**");

d. product formulations (unregistered) set forth on Schedule D hereto (the "**Product Formulations**");

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

f. 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

g. 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 and claims for damages, restitution, and injunctive or other legal and equitable relief for past, present, and

future infringement, dilution, misappropriation, violating, 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 Trademarks 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 Trademark Assignment upon request by Assignee. Following the date hereof, and 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, initiating transfer of domain names, social media accounts, and product formulations, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

4. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

7. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

9. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Arcadia Biosciences, Inc., as Assignor

By: *Pamela Haley*
Name: Pamela Haley
Title: CFO


Arcadia Wellness, LLC, as Assignee

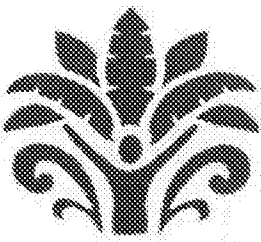
By: *Pamela Haley*
Name: Pam Haley
Title: Member



SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Registration/Serial No.	Owner	Status
Provault	United States	88733635	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Office Action (4/8/21)
Soulspring	United States	88397649	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Onkara	United States	90211407	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Published for Opposition (3/23/21)
Soulspring	United States	90298975	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Preliminary Amendment (3/10/21)
Evirra	United States	90298974	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Application filed (11/4/20)
Evirra	United States	88397656	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Notice of Allowance (1/26/21)
Vacay	United States	88630873	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	ITU Extension (2/26/21)
Vacay	United States	86198638	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Live Zola!	United States	87349888	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
	United States	87278585	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Zola	United States	3303759	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Zola	United States	4819716	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Zola Fruits of the World	United States	4819717	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Zola Fruits of the World	United States	4401106	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Cancelled

	United States	87278621	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Saavy Naturals And foreign counterparts to same, to the extent owned by Assignor*	United States	87433709	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
High Grind	United States	88594247	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Application pending
Saavy Naturals	WIPO	1374706	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Saavy Naturals	Germany	1374706	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered
Saavy Naturals	France	1374706	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Registered

SCHEDULE B

Schedule of Domain Names

Domains	Owner	Registrar	Expiration
www.livezola.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	TuCows, Inc.	4/3/22
www.discoverzola.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Gandi SAS	4/3/23
www.livelifezola.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Gandi SAS	4/3/23
www.projectzola.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Gandi SAS	5/6/22
www.zolaacali.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Gandi SAS	5/8/23
www.livezola cbd.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	TuCows, Inc.	6/25/21
www.zola cbd.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	TuCows, Inc.	6/25/21
www.saavy naturals.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Network Solutions, LLC	9/9/23
www.baby saavy.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Network Solutions, LLC	9/23/21
www.saavy natural.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Network Solutions, LLC	9/29/21
www.saavy organics.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Network Solutions, LLC	10/11/21
www.skins saavy.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	Network Solutions, LLC	9/23/21
www.my soul spring.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	GoDaddy.com LLC	6/21/23
www.prova nlt cbd.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	GoDaddy.com LLC	8/27/21
www.evira cbd.com	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC	GoDaddy.com LLC	5/27/25

SCHEDULE C

Schedule of Social Media Accounts

Platform	Handle	Owner
Instagram	livezolaus	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Twitter	livezolaus	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Facebook	https://www.facebook.com/LiveZolaUS	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Instagram	saavynaturals	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Instagram	soulspringcbd	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Instagram	Provault_cbd	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC

SCHEDULE D

Schedule of Product Formulations (unregistered)

Formulation	Owners
Coconut Water Original	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Coconut Water with Pulp	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Coconut Water with Espresso	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Body care products (lotions, washes, bath bombs, and scrubs)	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC
Formulations for all products sold under the trademarks set forth in Schedule A, <u>excluding</u> the acai fruit puree formulation products listed in Schedule 1.2 of the Asset Purchase Agreement between the Parties (as Buyers) and Lief Holdings, LLC, EKO Holdings, LLC, and Live Zola, LLC (as Sellers) dated May 17, 2021.	Arcadia Biosciences, Inc. & Arcadia Wellness, LLC