OP \$40.00 4251198

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM708758

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MILNE FRUIT PRODUCTS, INC.		02/14/2022	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	WYCKOFF FARMS, INCORPORATED	
Street Address:	160602 W. Evans Rd.	
City:	Grandview	
State/Country:	WASHINGTON	
Postal Code:	98930	
Entity Type:	Corporation: WASHINGTON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4251198	MICRODRIED

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: 5152833100

Email: nkesselring@nyemaster.com

Correspondent Name: Todd A. Van Thomme
Address Line 1: 700 Walnut Street

Address Line 2: Suite 1600

Address Line 4: Des Moines, IOWA 50309

NAME OF SUBMITTER:	Todd A. Van Thomme
SIGNATURE:	/Todd Van Thomme/
DATE SIGNED:	02/16/2022

Total Attachments: 3

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TRADEMARK REEL: 007635 FRAME: 0972

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 14, 2022, is made by MILNE FRUIT PRODUCTS, INC. ("Seller"), a Washington Corporation, located at 804 Bennett Avenue, Prosser, Washington 99350, in favor of WYCKOFF FARMS, INCORPORATED ("Buyer"), a Washington Corporation, located at 160602 Evans Rd., Grandview, Washington 98930.

WHEREAS, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:
- (a) the trademark registration for mark "Microdried", which is Registration No. 4,251,198 and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
- (b) all rights of any kind whatsoever of Seller 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. Seller 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 Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademark to Buyer, or any assignce or successor thereto.

TRADEMARK REEL: 007635 FRAME: 0973

- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Trademark 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 Trademark 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 Washington, without giving effect to any choice or conflict of law provision or rule whether of the State of Washington or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

Ser.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

MILNE FRUIT PRODUCTS, INC.

By: Mane: Michael Sovenson

Title: Address for Notices:

laress for induces:

294 January Aug
194 January Aug
195 Janua

AGREED TO AND ACCEPTED:

WYCKOFF FARMS, INCORPORATED

Name: Cort Wydall Title: Prsidal Address for Notices:

> Course: 1606 12 W. Evens Rd. 4 M.l: Po Box 249

Grandwice, WA 90930