

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spark Innovation LLC		03/31/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Freshly Picked, LLC		
Street Address:	2000 W Ashton Blvd, Suite 171		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97266525	MAGNETBLOX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8015327840		
Email:	rmorrison@parrbrown.com		
Correspondent Name:	Ryan Morrison		
Address Line 1:	Parr Brown Gee & Loveless		
Address Line 2:	101 South 200 East, Suite 700		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Ryan Morrison		
SIGNATURE:	/Ryan Morrison/		
DATE SIGNED:	04/27/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 31, 2022, is made by Spark Innovation LLC ("**Assignor**"), a Utah limited liability company, located at 1375 South 500 East, Suite 125, American Fork, Utah 84003, in favor of Freshly Picked, LLC ("**Assignee**"), a Delaware limited liability company, located at 2000 W Ashton Blvd, Suite 171, Lehi, Utah 84043, the purchaser of certain assets of an affiliate of Assignor, MagnetBlox, LLC, ("**MagnetBlox**") pursuant to the Asset Purchase Agreement dated as of the date hereof by and among Assignee, MagnetBlox and the other parties thereto (the "**Asset Purchase Agreement**").

WHEREAS, Assignor 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. 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 trademark applications set forth on Schedule 1 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) all rights of any kind whatsoever of Assignor 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. 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, 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, 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. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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.

5. 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.

6. Governing Law. 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Spark Innovation LLC
By: [Signature]
Name: Eric Child
Title: CEO
Address for Notices:
1375 South 500 East, Suite 125
American Fork, Utah 84003

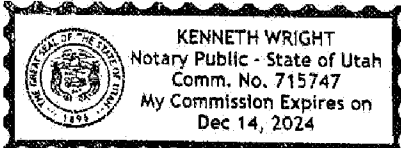
ACKNOWLEDGMENT

STATE OF [STATE] Utah)
)SS.
COUNTY OF [COUNTY] Utah)

On the 30th day of March, 2022, before me personally appeared Eric Child ^{kw}
[SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly
sworn, did depose and say that he executed the same [in his] authorized capacity as the
CEO [SIGNATORY TITLE] of Spark Innovation LLC [TYPE OF ENTITY] described, and acknowledged
the instrument to be his free act and deed/the free act and deed of Assignor for the uses
and purposes mentioned in the instrument. Spark Innovation LLC ^{kw}

[Signature]
Notary Public
Printed Name: Kenneth Wright

My Commission Expires: [DATE]
12/14/2024



AGREED TO AND ACCEPTED:

FRESHLY PICKED, LLC

By: _____

Name: Susan Petersen

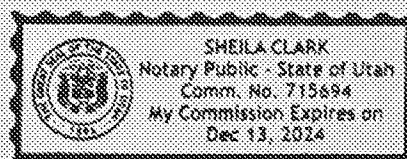
Title: CEO

ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Utah

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)SS.
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On the 30 day of March 2022, before me personally appeared Susan Petersen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same her authorized capacity as the CEO of Freshly Picked, LLC and acknowledged the instrument to be her free act and deed/the free act and deed of Freshly Picked, LLC for the uses and purposes mentioned in the instrument.

Sheila Clark
Notary Public
Printed Name: Sheila Clark

My Commission Expires: Dec 13, 2024

SCHEDULE 1

Assigned Trademarks

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
MAGNETBLOX	US	97266525	Feb.14, 2022