

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736389

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capay Incorporated		02/08/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	fieldTRUE LLC		
<b>Street Address:</b>	3880 Seaport Boulevard		
<b>City:</b>	West Sacramento		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95961		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5080316	FARM FRESH TO YOU ORGANIC PRODUCE DELIVE	
<b>Registration Number:</b>	5008306	FIELD TRUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3108587888		
<b>Email:</b>	dmoreno@weintraub.com		
<b>Correspondent Name:</b>	Denise Moreno		
<b>Address Line 1:</b>	10250 Constellation Blvd, Suite 2900		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	13875/28		
<b>NAME OF SUBMITTER:</b>	Denise Moreno		
<b>SIGNATURE:</b>	/denisemoreno/		
<b>DATE SIGNED:</b>	06/22/2022		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**"), dated as of February 8, 2021 (the "**Effective Date**"), is made by and among fieldTRUE, a California limited liability company ("**FT**"), Capay Incorporated, a California Corporation ("**Capay**," and together with FT, "**Assignors**"), fieldTRUE LLC, a Delaware limited liability company ("**New FT**") the "**Assignees**"). This Assignment is made pursuant to Section 4.3 of that certain Purchase and Contribution Agreement, dated as of the date hereof (the "**Contribution Agreement**"), by and among Assignors, Assignees and the other parties thereto.

WHEREAS, under the terms of the Contribution Agreement, each Assignor has agreed to convey, transfer, and assign to the applicable Assignee, among other assets, certain intellectual property of such Assignor, and to execute and deliver this Assignment.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Any initially-capitalized terms used but not defined herein have the meanings set forth in the Contribution Agreement.

2. Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Capay hereby irrevocably conveys, transfers, and assigns to New FT, and New FT hereby accepts, all of Capay's right, title, and interest in and to Assigned IP.

3. Assigned IP. "**Assigned IP**" means the following:

(a) the Intellectual Property Assets, together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property Assets, including, without limitation, the Intellectual Property Assets identified on Exhibit A attached hereto and incorporated by reference herein;

(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.

4. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Contribution Agreement, to which reference is

made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

5. Recordation and Further Actions. Each 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 Assignment upon request by an Assignee. Following the date hereof, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignees and their 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

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

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law rules.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature Page Follows]*

**EXHIBIT A**

**CERTAIN INTELLECTUAL PROPERTY ASSETS**

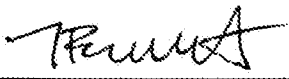
Owner	Mark	Word/Design	Serial No.	Reg. No.	Registration Date	USPTO Status
CAPAY INCORPORATED	FARM FRESH TO YOU ORGANIC PRODUCE DELIVERED FRESH FROM THE FARM	DESIGN PLUS WORDS	86603375	5080316	November 15, 2016	Registered
CAPAY INC.	FIELD TRUE	STANDARD CHARACTER MARK	85609692	5008306	July 26, 2016	Registered


IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNORS:**

Capay Inc, a California Corporation

fieldTRUE LLC, a California limited liability company


By:   
Name: THADDEUS BARSOTTI  
Title: CEO


By:   
Name: NOAH BARNES  
Title: Member

**ASSIGNEES:**

fieldTRUE LLC, a Delaware limited liability company

Farm Fresh To You LLC, a Delaware limited liability company

By:   
Name: FREEMAN BARSOTTI  
Title: Manager

By:   
Name: FREEMAN BARSOTTI  
Title: Manager

*(Signature Page to Intellectual Property Assignment)*