

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753310

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900698643		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mizkan America, Inc.		02/01/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Olam Chile Peppers, LLC		
Street Address:	205 E. River Park Place, Suite 310		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93720		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1225198	DOS AMIGOS	
Registration Number:	4377390	DOS AMIGOS	
Registration Number:	1232906	EL MOLINO	
Registration Number:	1266449	RANCHO EL MOLINO	
Registration Number:	4066882	RIO LUNA	
Registration Number:	2853685	TRES HERMANAS	
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:	571-239-4212		
Email:	rpilloff@pilloffpassino.com		
Correspondent Name:	Rachel Pilloff		
Address Line 1:	2000 Duke Street, Suite 300		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	193-027TM THRU 031TM		
NAME OF SUBMITTER:	Rachel Pilloff		
SIGNATURE:	/Rachel Pilloff/		

DATE SIGNED:	09/04/2022
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Total Attachments: 8

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OLAM AMERICAS, INC.

**ACQUISITION OF PEPPER BUSINESS OF
MIZKAN AMERICA, INC.**

Closing Date: February 1, 2021

**PROJECT LOBO
INDEX OF TRANSACTION DOCUMENTS**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), entered into and made effective as of February 1, 2021 is made by and between Mizkan America, Inc., a Delaware corporation ("Assignor"), in favor of Olam Chile Peppers, LLC, a Delaware limited liability company ("Assignee"). Assignee is a wholly owned subsidiary of Olam West Coast, Inc., a Delaware Corporation, and Olam West Coast, Inc. is a wholly owned subsidiary of Olam Americas, Inc., a Delaware corporation ("Parent"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), applications and registrations pertaining thereto, common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignor and Parent are parties to that certain Asset Purchase Agreement, dated as of December 19, 2020 (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Assumption Agreement is contemplated by Section 4.2(d) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises (which constitute an integral part of this Agreement) and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, free and clear of all Liens (other than Permitted Liens), all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights of Assignor to such Trademarks, all goodwill associated therewith, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Representations and Warranties. Each party represents and warrants to the other party that (i) such party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) such party has full power and authority to enter into this Assignment and to perform its obligations hereunder; (iii) the execution, delivery and performance by each party of this Assignment does not and will not conflict with any organizational document of such party, any judgment, order, decree or law applicable to such party or its assets, or any contract or other instrument to which such party or its assets is bound; and (iv) this Assignment is a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms,

except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable law.

4. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar,

5. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

7. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 12.2 of the Purchase Agreement.

8. Entire Agreement. This Assignment, together with the Purchase Agreement, contains the entire agreement and understanding of the parties, and supersedes all prior agreements, negotiations, arrangements, and understandings, relating to the subject matter of this Agreement.

9. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, limit, impair or otherwise alter the rights and obligations of the parties contained in the Purchase Agreement or the survival thereof. This Agreement hereby incorporates by reference the Purchase Agreement and said Purchase Agreement shall be considered a part of this Agreement as if fully set forth herein.

10. Binding Effect; Assignment; No Amendment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns. This Agreement may be amended, modified, or terminated, and rights hereunder may be waived, only by a writing signed by the parties.

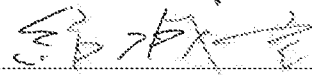
11. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

MIZKAN AMERICA, INC.

By: 

Name: Koichi Yuki
Title: CEO

ASSIGNEE:

OLAM CHILE PEPPERS, LLC

By: _____

Name:
Title:

PARENT:

OLAM AMERICAS, INC.

By: _____

Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

MIZKAN AMERICA, INC.

By: _____

Name:

Title:

ASSIGNEE:

OLAM CHILE PEPPERS, LLC

By:  _____

Name: Greg Estep

Title: President

PARENT:

OLAM AMERICAS, INC.

By:  _____

Name: Greg Estep

Title: President

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 007791 FRAME: 0766

SCHEDULE A
TRADEMARKS

Country	Trademark Owner / Applicant	Trademark	Class(es)	Status	Application No.	Application Filing Date	Registration No.	Registration Date	Expiry Date
Canada	Mizkan America, Inc.	DOS AMIGOS		Active	1567959	09-Mar-2012	TMA85749 0	12-Aug-2013	12-Aug-2028
United States of America	Mizkan America, Inc.	DOS AMIGOS	29, 30	Active	73/248,079	28-Jan-1980	1,225,198	25-Jan-1983	25-Jan-2023
United States of America	Mizkan America, Inc.	DOS AMIGOS	29, 30	Active	85/592,156	09-Apr-2012	4,377,390	30-Jul-2013	30-Jul-2029
United States of America	Mizkan America, Inc.	EL MOLINO	29	Active	73/160,726	03-Mar-1978	1,232,906	29-Mar-1983	29-Mar-2023

Country	Trademark Owner / Applicant	Trademark	Class(es)	Status	Application No.	Application Filing Date	Registration No.	Registration Date	Expiry Date
United States of America	Mizkan America, Inc.	RANCHO EL MOLINO	29, 30	Active	73/284,533	03-Nov-1980	1,266,449	7-Feb-1984	7-Feb-2024
United States of America	Mizkan America, Inc.	RIO LUNA	29, 30	Active	85/306,181	27-Apr-2011	4,066,882	6-Dec-2011	6-Dec-2027
United States of America	Mizkan America, Inc.	TRES HERMANAS	29	Active	78/238,036	15-Apr-2003	2,853,685	15-Jun-2004	15-Jun-2024

TRADEMARK

REEL: 007791 FRAME: 0768

RECORDED: 06/05/2022