

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782061

<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>
Michal USA Inc.		01/20/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Michal Inc.		
<b>Street Address:</b>	9761 des Sciences Blvd.		
<b>City:</b>	Anjou, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H1J 0A6		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6143591	NATURE D'OR	
<b>Registration Number:</b>	5698578	GREEN EARTH PRODUCE THE ORGANIC LABEL	
<b>Registration Number:</b>	5193708	VERDANIA	
<b>Registration Number:</b>	5809711	LAROSE & CO. 1918 LE MEILLEUR D'ICI ET D	
<b>Registration Number:</b>	4897021	JOE'S FRUIT	
<b>Registration Number:</b>	4897020	JOE'S CITRUS	
<b>Registration Number:</b>	4897019	JOE'S KIWI	
<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>	2156607600 x 100		
<b>Email:</b>	stephan@baileyduquette.com		
<b>Correspondent Name:</b>	Stephan Matanovic		
<b>Address Line 1:</b>	21 S. 11th Street 2nd Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19107		
<b>NAME OF SUBMITTER:</b>	Stephan Matanovic		
<b>SIGNATURE:</b>	/Stephan Matanovic/		
<b>DATE SIGNED:</b>	01/23/2023		

OP \$190.00 6143591

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Trademark Assignment*”), dated as of January 20, 2023, is made by Michal USA, Inc. (“*Transferor*”), in favor of Michal Inc. (“*Transferee*”).

WHEREAS, Transferor has commenced a winding up of its affairs in connection with its liquidation and dissolution and, contemporaneously with the execution of this Trademark Assignment, Transferor will file a certificate of dissolution with the Secretary of State of the State of Delaware (the “*Transferor Dissolution*”).

NOW THEREFORE, the Transferor agrees as follows:

1. *Assignment.* In connection with the Transferor Dissolution and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee all of Transferor’s right, title and interest in and to the following (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Transferor 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 and/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.* Transferor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Transferee. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Transferee, or any assignee or successor thereto.

3. *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 to be 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.

4. *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.

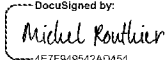
5. *Governing Law.* This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the

United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

Michal USA, Inc.

By:   
Name: Michel Routhier  
Title: President and Secretary

Address for Notices:  
9761 des Sciences Blvd.  
Anjou, Quebec  
H1J 0A6 Canada

**SCHEDULE A****Assigned Trademark Registrations and Applications****U.S. Marks**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
NATURE D'OR	88682759	6143591
GREEN EARTH PRODUCE THE ORGANIC LABEL	87692155	5698578
VERDANIA	86519763	5193708
LAROSE & CO. 1918 LE MEILLEUR D'ICI ET D'AILLEURS THE BEST FROM NEAR & FAR	86221405	5809711
JOE'S FRUIT	86173105	4897021
JOE'S CITRUS	86173083	4897020
JOE'S KIWI	86173064	4897019

**Canadian Marks**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
ALTERNATURE	1930912	TMA1113803
BER-CY & Design	0272359	TMA132616
BERCY EXPRESS	1606375	TMA938664
BUENISIMA & Design	1382014	TMA746872
DELICIOSO	1324427	TMA697895DE
DELICIOSO! & Design	1382015	TMA746917
EXOTROPIK	1930903	TMA1113811
FRUITYBLOOM	2180268	
GRAND CITRUS	1737869	TMA952906
GREEN EARTH PRODUCE – THE ORGANIC LABEL & Design	2112174	
IFRUIT	1729822	TMA1065924
InVerde	2088749	
ISALAD	1729815	TMA1065926
IVEG	1729819	TMA1065925
JOE'S CITRUS	1658536	TMA913286
JOE'S FRUIT	1658534	TMA913287
JOE'S KIWI	1658535	TMA913288
LAROSE & CO & Design	1665942	TMA926016
LES ALIMENTS BERCY FOODS & Design	1463629	TMA788470
MIDI	2122081	
NATURE D'OR	1982846	
NATURE D'OR & Design	1982845	
NOVOBIO	1930909	TMA1113801
QUALI-PLUS & Design	1514385	TMA846731
QUALI-PLUS! & Design	1736259	TMA952737
QUALI-PLUS & Dessin	2117186	
SIMPLEBLOOM	2100163	
VERDANIA	1711642	TMA933907
Véritable	1482713	TMA812736

**TRADEMARK****RECORDED: 01/23/2023****REEL: 007950 FRAME: 0764**