

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smucker Natural Foods, Inc.		01/31/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The J.M. Smucker Company		
Street Address:	One Strawberry Lane		
City:	Orrville		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78842232	SANTA CRUZ	
Serial Number:	75021814	SANTA CRUZ ORGANIC	
Serial Number:	85531817	SANTA CRUZ ORGANIC	
Serial Number:	87299288	SANTA CRUZ ORGANIC	
Serial Number:	88482107	RADIANT ROSÉ	
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:	3306848446		
Email:	trademarks@jmsmucker.com		
Correspondent Name:	Courtnei Moorman		
Address Line 1:	One Strawberry Lane		
Address Line 4:	Orrville, OHIO 44667		
NAME OF SUBMITTER:	Courtnei Moorman		
SIGNATURE:	/Courtnei Moorman/		
DATE SIGNED:	02/04/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*IP Assignment*"), is made and entered into as of January 31, 2022, by and between Smucker Natural Foods, Inc., a California corporation ("*Assignor*"), and The J. M. Smucker Company, an Ohio corporation ("*Assignee*"). Capitalized terms used in this IP Assignment, but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to Section 8.1(g)(i)(B) of that certain Stock Purchase Agreement, dated as of December 15, 2021, by and among truRoots Buyer, LLC, a Delaware limited liability company, Assignor, Assignee, and CP APN, Inc., a Delaware corporation (the "Purchase Agreement"), Assignor agreed to transfer and assign title to the Intellectual Property Assets (as defined in Section 1 below) from Assignor to Assignee free and clear of all Liens (other than Permitted Liens).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises, representations, warranties and agreements herein set forth, the parties agree as follows:

1. Definition of Intellectual Property Assets. *Intellectual Property Assets* means, collectively, the Intellectual Property listed on **Schedule A**, including all rights, interests, and protections that are required for the exercise of, such Intellectual Property, including all rights to sue at law or in equity and collect, recover and retain claims, damages, costs and attorneys' fees for past, present, and future infringement, misappropriation, and other violation and any other rights relating to any of the foregoing, including the right to receive all proceeds therefrom (including license fees, royalties, income, payments, claims, damages, and proceeds of a suit in any country), in each case, that is owned by Assignors; provided, however, the Intellectual Property Assets does not include (a) rights under the License Agreement; or (b) domain names, social medial accounts or handles, or hashtags set forth in Section 4.12(a)(I) of the Disclosure Letter or described in the License Agreement.

2. Assignment, Conveyance and Acceptance. Assignor hereby, on behalf of itself and other members of the Company Group, irrevocably sells, assigns, transfers, conveys and delivers to Assignee in perpetuity and in all jurisdictions throughout the world, without any reservation of any right, title or interest, for no additional consideration, and Assignee hereby accepts, all of the right, title and interest in, to and under the Intellectual Property Assets, including: (i) any goodwill associated therewith, (ii) all common law rights or unregistered rights arising in connection with the Intellectual Property Assets in any jurisdiction, (iii) all rights to proceeds, income, revenues and royalties with respect thereto whether accruing before, on or after Closing with respect to any of the foregoing, (iv) all rights to apply for revive and maintain all registrations, renewals and/or extensions of any of the foregoing, (v) all rights to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Intellectual Property Assets, with the right to sue for, and collect same, and (vi) any and all corresponding rights with respect to any of the foregoing that, now or hereafter, may be secured throughout the world, in each case free and clear of all Liens (except for Permitted Liens), for

Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made and Assignee hereby accepts such Intellectual Property Assets. All Trademarks being assigned hereunder are being assigned along with the portion of Assignor's business to which such Trademarks relate and such business or pertinent portion thereof is ongoing and existing.

2. Further Assurances. Assignor shall, and shall cause its Affiliates to, at Buyer's sole expense, take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all reasonable cooperation and assistance at Assignee's request, including (i) the execution, acknowledgement and delivery to Assignee all documents, instruments and agreements as may be necessary to make a record with any Governmental Authority (both foreign and domestic) or third parties, and to otherwise more fully confirm, Assignee's ownership of all right, title and interest in, to and under the Intellectual Property Assets, to have and to hold for its proper benefit forever, (ii) assisting Assignee in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with the Intellectual Property Assets, and (iii) the implementation or perfection of this IP Assignment in all applicable jurisdictions throughout the world and as may be required under applicable laws and requirements to carry out and fulfill the purposes and intent of this IP Assignment.

3. Due Authorization. Assignor hereby, on behalf of itself and its Affiliates, authorizes the appropriate officials at the United States Patent and Trademark Office and all applicable foreign patent offices to transfer all registrations and pending applications for the Intellectual Property Assets to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this IP Assignment.

4. Construction. This IP Assignment shall be deemed to have been drafted by the parties, and neither this Agreement nor any other document contemplated herein shall be construed against any party as the principal draftsman hereof or thereof. In every place where it is used in this IP Assignment, the word "including" is intended and shall be construed to mean "including, without limitation."

5. Governing Law; Venue. This IP Assignment and the performance of the transaction and obligations of the parties hereunder shall be governed by and construed in accordance with the Laws of the State of Ohio, without regard to the choice-of-laws or conflict-of-laws provisions thereof.

6. Binding Effect; Third Party Beneficiaries. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this IP Assignment shall not benefit or create any right or cause of action in any Person other than the parties hereto.

7. Amendment. This IP Assignment may be amended, modified, or waived only by a written agreement signed by the parties hereto.

8. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment shall be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.

9. Counterparts. This IP Assignment may be executed by the parties in separate counterparts and by facsimile or by electronic mail with scan or attachment signature, each of which when so executed and delivered shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all of the parties. A facsimile, electronic or other copy of a signature shall be deemed an original for purposes of this IP Assignment.

[Remainder of the page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed as of the date first written above and to be effective as of such date.

ASSIGNOR:

SMUCKER NATURAL FOODS, INC.

By: [Signature]
Name: Peter O. Farah
Title: Vice President and Assistant Secretary

State of Ohio)
County of Wayne) ss:

Subscribed to and sworn before me on this 31st day of January 2022.

[Signature]
Notary Public
My commission expires: N/A



LYNN M. BORIS
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

ASSIGNEE:

THE J. M. SMUCKER COMPANY

By: [Signature]
Name: Peter O. Farah
Title: Vice President, ESG, Deputy General
Counsel and Assistant Secretary

State of Ohio)
County of Wayne) ss:

Subscribed to and sworn before me on this 31st day of January 2022.



[Signature]
Notary Public
My commission expires: N/A




LYNN M. BORIS
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A
Intellectual Property Assets

Owner	Trademark (Word)	Trademark (Design)	Country	Application No	Application Date	Registration No	Registration Date	Int. Classes	Trademark Status
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC		Canada	2004597	Jan 3 2020			32	Pending
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC		EUTM	001087204	Feb 24 1999	001087204	Jul 12 2006	32	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC (stylized and leaf design)		Singapore	40201713276W	Jul 12 2017	40201713276W	Mar 13 2018	29, 30, 32	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC (stylized and leaf design)		Taiwan	106042900	Jul 12 2017	02087607	Sep 16 2020	29, 30, 32	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC		United Kingdom	UK009901087204	Feb 24 1999	UK009901087204	Jul 12 2000	32	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ		United States of America	78842232	Mar 21 2006	3260482	Jul 10 2007	29, 30	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC		United States of America	75021814	Nov 20 1995	2992003	Aug 26 1997	32	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC	SANTA CRUZ ORGANIC	United States of America	86531817	Feb 2 2012	4221129	Oct 9 2012	29, 30	Registered

Owner	Trademark (Word)	Trademark (Design)	Country	Application No	Application Date	Registration No	Registration Date	Int. Classes	Trademark Status
Smucker Natural Foods, Inc.	RADIANT ROSE		United States of America	88482107	June 20 2019	6267484	Feb 9 2021	32	Registered
Smucker Natural Foods, Inc.	SANTA CRUZ ORGANIC (stylized and leaf design)		United States of America	87299288	Jan 12 2017	5333453	Nov 14 2017	29, 30, 32	Registered

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RECORDED: 02/04/2022