

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384417

<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>
Sun & Earth, LLC	FORMERLY Sun & Earth, Inc.	04/15/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evergreen Synergies, LLC		
<b>Street Address:</b>	324 Sinclair Court		
<b>City:</b>	Morganville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07751		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3692471	SUN & EARTH ON THE SPOT!	
<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>	215-569-2586		
<b>Email:</b>	trademarks@klehr.com		
<b>Correspondent Name:</b>	Lisa A. Lori, Esquire		
<b>Address Line 1:</b>	1835 Market Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Lisa A. Lori		
<b>SIGNATURE:</b>	/Lisa A. Lori/		
<b>DATE SIGNED:</b>	05/16/2016		
<b>Total Attachments: 2</b>			
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OP \$40.00 3692471

**TRADEMARK AND TRADE NAME ASSIGNMENT**

**THIS TRADEMARK AND TRADE NAME ASSIGNMENT** is dated as of April 15, 2016 (this "Assignment") by and between **SUN & EARTH, LLC**, a Pennsylvania limited liability company doing business at 221 King Manor Drive, King of Prussia, PA 19406 ("Assignor") and **EVERGREEN SYNERGIES, LLC**, a New Jersey limited liability company doing business at c/o 324 Sinclair Court, Morganville, NJ 07751 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademark and trade name, including any and all goodwill of the business symbolized thereby, as set forth on Schedule A attached hereto (collectively, the "Marks"); and

**WHEREAS**, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's right, title and interest in and to the Marks; and

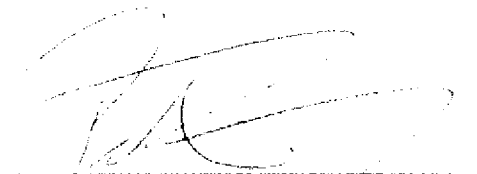
**WHEREAS**, Assignee desires to own all right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby conveys and assigns to Assignee all right, title and interest in and to the Marks, including the goodwill of the business symbolized thereby, together with the right to sue for and receive all damages from past, present and future infringement of the Marks.
2. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
3. Successor and Assigns. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

*Assignor:*

**SUN & EARTH, LLC**

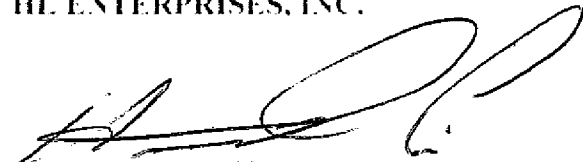


Name: Peter Askey  
Title: President

*Assignee:*

**EVERGREEN SYNERGIES, LLC**  
**By Its Sole Member:**

**HL ENTERPRISES, INC.**



Name: Howard Levine  
Title: President

SCHEDULE A

Transferred Trademarks and Trade Names

United States Trademark Registrations				
No.	Trademark	Registration Number	Registration Date	Owner Name
1.	Sun & Earth On The Spot! (& design)	3,692,471	October 6, 2009	Sun & Earth, LLC