

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marco Borges		11/28/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Co.Exist Nutrition Corp.		
Street Address:	7350 SW 48th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33155		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87172379	22 DAYS NUTRITION PLANT POWER CLEAN. SIM	
Serial Number:	87172453	22 DAYS NUTRITION PLANT POWER CLEAN. SIM	
Registration Number:	4900721	JOIN THE PLANT-BASED REVOLUTION	
Registration Number:	4971989	22 DAYS NUTRITION	
Registration Number:	3926668	22DAYS	
CORRESPONDENCE DATA			
Fax Number:	9496501703		
<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:	(949) 631-6161		
Email:	vladi@khiterer.com		
Correspondent Name:	Vladi Khiterer		
Address Line 1:	2901 W. Coast Hwy.		
Address Line 2:	Suite 200		
Address Line 4:	Newport Beach, CALIFORNIA 92663		
NAME OF SUBMITTER:	Vladi Khiterer		
SIGNATURE:	/vk007law/		
DATE SIGNED:	12/15/2016		
Total Attachments: 2			

OP \$140.00 87172379

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), is made by Marco Borges, of Miami, Florida (“**Seller**”), in favor of Co.Exist Nutrition Corp, a Florida corporation with its principal place of business in Miami, Florida (“**Buyer**”).

WHEREAS, Seller is the sole owner of the trademarks of Exhibit A (“**Trademarks**”).

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer:

(a) all of Seller's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including all trademark registrations and applications, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction 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, including those accruing before the date hereof, including all rights to and claims for damages and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default and to collect, or otherwise recover, any such damages.

2. Miscellaneous. 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. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action arising out of or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida.


IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of November 28, 2016.


Marco Borges


EXHIBIT A

All trademarks, both registered and unregistered, used by Seller in performance of plant-based food services and food products and in promotion of a plant-based food lifestyle, including but not limited to the following:




1. , recorded as a Trademark Application currently pending in the United States Patents and Trademarks Office, Serial No. 87172379;




2. , recorded as a Trademark Application currently pending in the United States Patents and Trademarks Office, Serial No. 87172453;




3. , recorded as a Trademark Application currently pending in the United States Patents and Trademarks Office, Registration No. 4900721;



4. , recorded as a Trademark Application currently pending in the United States Patents and Trademarks Office, Registration No. 4971989; and

22DAYS

5. , recorded as a Trademark Application currently pending in the United States Patents and Trademarks Office, Registration No. 3926668.