#### 900508068 07/24/2019

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM533442

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900507445

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Honson Luma		07/18/2019	INDIVIDUAL: UNITED STATES
Honson Luma		07/18/2019	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	David A Miller	
Street Address:	13155 Partridge Berry Court	
City:	Waldorf	
State/Country:	MARYLAND	
Postal Code:	20601	
Entity Type:	INDIVIDUAL: UNITED STATES	
Name:	Stephanie L Miller	
Street Address:	13155 Partridge Berry Court	
City:	Waldorf	
State/Country:	MARYLAND	
Postal Code:	20601	
Entity Type:	INDIVIDUAL: UNITED STATES	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87538984	RX SMART COFFEE

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 6782278511

Email: plsquare@yahoo.com

Correspondent Name: Percy L Square

Address Line 1: 2379 Apalachee Crucis Lane Address Line 4: Dacula, GEORGIA 30019

NAME OF SUBMITTER: Percy L Square

TRADEMARK REEL: 006702 FRAME: 0202

900508068

SIGNATURE:	/Percy L Square/	
DATE SIGNED:	07/24/2019	
Total Attachments: 4		
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TRADEMARK REEL: 006702 FRAME: 0203

### TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

**Honson Luma**, an individual, whose address of record is 4723 Glenarm Ave, Baltimore, MD, 21206 (the "Assignor") of the one part, AND

**David A. Miller** and **Stephanie L. Miller**, individuals, whose address of record is 13155 Partridge Berry Court, Waldorf, Maryland, 20601 (the "Assignee") of the other part.

The Assignor and the Assignees are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is proprietor and beneficial owner of the trademark application (the "Trademark") in United States of America (the "Territory") of which the particulars are set forth below as follows:

## Trademark

RX SMART COFFEE DRINKING YOURSELF TO HEALTH AND WEALTH

# <u>Class</u> <u>Application Serial No.</u>

IC 005

WHEREAS, the Assignees desire to acquire from the Assignor the Trademark Application and subsequent registration thereof in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

87538984

1. For and in consideration of the sum of 1 US dollar, and other good and valuable consideration, paid by the Assignees to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignees all rights, title and interests in and to the Trademark in the Territory, together with the good will associated therewith.

TRADEMARK REEL: 006702 FRAME: 0204 2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in the Territory, and that the assignment of the Trademark from the Assignor to the Assignees shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in its present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for the registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not make any further guarantee.

- 3. The Assignor shall furnish the Assignees with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignees.
- 4. This Agreement shall come into effect on the date on which the parties have signed the Agreement. Each Party hereto shall fully cooperate with the other with regard to such registration or additional approval that may be required in connection with the implementation of any portion of this Agreement.
- 5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States of America.
- 6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof

shall be settled through bona fide negotiations between the Parties.

- 7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
- 8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual(s) executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on this 18 day of 2019.

For the Assignor

Honson Luma

For the Assignees

Stephanie L. Miller