

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoreLife Eatery, LLC		07/26/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CoreLife Trademarks, LLC		
Street Address:	33 Lewis Road		
City:	Binghamton		
State/Country:	NEW YORK		
Postal Code:	13905		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5486960	CORELIFE EATERY	
Registration Number:	5732749	PHONE TO FORK	
Serial Number:	88105941	CHANGE YOUR LUNCH. CHANGE YOUR LIFE.	
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:	3039681900		
Email:	pto@drummlaw.com		
Correspondent Name:	H. Michael Drumm, Esq.		
Address Line 1:	14656 W. 56th Dr.		
Address Line 4:	Arvada, COLORADO 80002		
NAME OF SUBMITTER:	Trent E. Rinebarger		
SIGNATURE:	/Trent E. Rinebarger/		
DATE SIGNED:	08/09/2019		
Total Attachments: 3			
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OP \$90.00 5486960

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of the 26th day of July, 2019, by CoreLife Eatery, LLC, a New York limited liability company ("Assignor") and CoreLife Trademarks, LLC, a New York limited liability company with its principal place of business at 33 Lewis Road, Binghamton, New York 13905 ("Assignee").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the registrations and applications listed on Exhibit A, attached together and incorporated herein, together with the goodwill associated therewith (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all rights, title and interests of Assignor in the Trademarks, including the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the Parties agree as follows:

1. Grant. Effective as of the date first written above, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to

Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment is effective as of the day and year first written above.

ASSIGNOR:

CORELIFE EATERY, LLC
A New York limited liability company

By: Larry R Wilson

Name: Larry R Wilson

Title: CEO/Member

ASSIGNEE:

CORELIFE TRADEMARKS, LLC
A New York limited liability company

By: Larry R Wilson

Name: Larry R Wilson

Title: CEO/Member

Exhibit A

Registered Mark	Registration/ Serial Number	Registration Date	Register
CORELIFE EATERY	5486960	June 5, 2018	Registered on the Principal Register
CHANGE YOUR LUNCH. CHANGE YOUR LIFE.	88105941	N/A	Pending on the Principal Register
PHONE TO FORK	5732749	April 23, 2019	Registered on the Principal Register