

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beyond Juicery Eatery Franchising, LLC		03/22/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Beyond Juicery Eatery IP, LLC		
Street Address:	25165 Dequindre Road		
City:	Madison Heights		
State/Country:	MICHIGAN		
Postal Code:	48071		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5405108	BEYOND JUICERY + EATERY	
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:	2485947078		
Email:	mijo@beyondjuicedetroit.com		
Correspondent Name:	Mijo Alanis		
Address Line 1:	25165 Dequindre Rd.		
Address Line 4:	Madison Heights, MICHIGAN 48071		
NAME OF SUBMITTER:	Todd Redden		
SIGNATURE:	/TR/		
DATE SIGNED:	10/12/2019		
Total Attachments: 3			
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OP \$40.00 5405108

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of the 22nd day of March, 2019 (the "Effective Date"), is entered into by and between Beyond Juicery Eatery Franchising, LLC, a Michigan limited liability company ("BJE Franchising") and Beyond Juicery Eatery IP, LLC a Michigan limited liability company ("BJE IP") (collectively, the "Parties").

RECITALS

- A. BJE Franchising, which is headquartered at 25165 Dequindre, Madison Heights, MI 48071, is the franchisor for Beyond Juicery Eatery juice bar and restaurants.
- B BJE Franchising is the sole owner of Beyond Juicery + Eatery trademarks, with United States Patent and Trademark Office registration number 5,405,108 ("BJE Trademark").
- B. Gerald Mijo Alanis ("Mijo Alanis") is the sole member of BJE Franchising and sole member and manager of 100% of the membership interests of BJE Franchising.
- C. The BJE Franchising Operating Agreement permits Mijo Alanis to transfer the BJE Trademark through affirmative consent.
- D. BJE Franchising desires to assign and transfer to BJE IP, LLC all of its rights, title and interest in and to the BJE Trademark and BJE IP, LLC desires to accept the BJE Trademark.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, including the mutual representations, warranties, covenants, and agreements contained in this Agreement, the Parties agree as follows:

1. Assignment. BJE Franchising hereby sells, assigns and transfers and conveys to BJE IP all of BJE Franchising's right, title and interest in and to the BJE Trademark created or owned in any form or manner whatsoever by it.

2. Representations and Warranties.

Authority. Mijo Alanis has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Mijo Alanis has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of his obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Mijo Alanis and (assuming due authorization, execution and delivery by BJE IP) shall

constitute Mijo Alanis' legal, valid and binding obligation, enforceable against him in accordance with its terms.

3. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

6. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

7. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Michigan in each case having jurisdiction over Oakland County, Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

9. Counterparts. This Agreement 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. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties have entered into this Agreement as of the Effective Date.

BJE FRANCHISING, LLC



By: Gerald M. Alanis
Its: Sole Member and Manager

BEYOND JUICERY EATERY IP, LLC



By: Gerald M. Alanis
Its: Sole Member and Manager