

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560957

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900525253		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sweet Melissa Patisserie Inc.		12/01/2012	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Sweet Melissa IP Holding LLC		
Street Address:	526 Stanton Station Road		
City:	Flemington		
State/Country:	NEW JERSEY		
Postal Code:	08822		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85447318	SWEET MELISSA PATISSERIE	
Serial Number:	85447320	SWEET MELISSA	
CORRESPONDENCE DATA			
Fax Number:	8017613314		
<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:	2036786418		
Email:	Mgcpls@usa.net		
Correspondent Name:	MGC Patent Law Services LLC		
Address Line 1:	5706 B Fox Hollow Drive		
Address Line 4:	Boca Raton, FLORIDA 33486		
ATTORNEY DOCKET NUMBER:	11-419		
NAME OF SUBMITTER:	Mario G, Ceste		
SIGNATURE:	/Mario g Ceste/		
DATE SIGNED:	02/07/2020		
Total Attachments: 2			
source=121201 executed assignment sweet melissa to sm ip holdings#page1.tif			
source=121201 executed assignment sweet melissa to sm ip holdings#page2.tif			

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 1st day of December, 2012 by Sweet Melissa Patisserie, Inc. with a business address of 276 Court Street, Brooklyn, New York 11231 ("Assignor") to Sweet Melissa IP Holdings LLC with a legal address of 526 Stanton Station Rd, Flemington, NJ 08822 ("Assignee").

WHEREAS, Melissa Murphy and Chris Rafano are principals in the Assignee;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under certain trademarks and all foreign rights throughout the world corresponding to the such trademarks;

WHEREAS, Assignor is presently the sole owner of the trademarks "Sweet Melissa Patisserie" U.S. Trademark Serial Nos. 85447318 and 85447320 in standard character and stylized forms ("the Sweet Melissa Marks"), and all foreign rights throughout the world corresponding to said marks;

WHEREAS, Assignor owes unpaid compensation to Melissa Murphy and Chris Rafano for services provided prior to the date of this Agreement, and Melissa Murphy and Chris Rafano have agreed to accept the trademark assignment to the Assignee described by this Agreement in lieu of receiving certain compensation from Assignor;

WHEREAS, Assignor has agreed to make such transfer of the Sweet Melissa Marks to the Assignee in satisfaction of its obligations to the principals of the Assignees; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein and in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor's respective right, title, and interest in, to, and under the Sweet Melissa Marks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of

the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Sweet Melissa Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Sweet Melissa Marks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Sweet Melissa Marks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Sweet Melissa Marks hereunder.

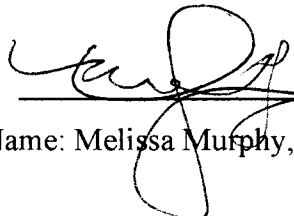
This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such Commonwealth.

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, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

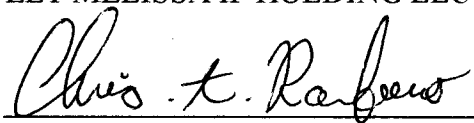
ASSIGNOR

SWEET MELISSA PATISSERIE, INC.

By: 
Name: Melissa Murphy, President/CEO

ASSIGNEE

SWEET MELISSA IP HOLDING LLC

By: 
Name: Chris Rafano , Managing Member