

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everbowl, LLC		07/07/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Everbowl IP, LLC		
Street Address:	1300 Specialty Drive #100		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	5399183	EVERBOWL	
Registration Number:	5399184	EVERBOWL CRAFT SUPERFOOD	
Registration Number:	6037503	EVERBOWL	
Registration Number:	5898209	EVERBOWL	
Registration Number:	6003304	UNEVOLVE	
Registration Number:	5560793	MADE FROM STUFF THAT'S BEEN AROUND FOREV	
Registration Number:	5915525	K2O	
Registration Number:	5741167	ACAISOME	
Registration Number:	5735062	CONCOCTED OF WATER AND EARTH	
Registration Number:	5735061	MADE FROM STUFF THAT'S BEEN AROUND FOREV	
Registration Number:	5735060	MADE FROM STUFF THAT'S BEEN AROUND FOREV	
Serial Number:	87346251	GRANOLABOWLS	
Serial Number:	87259606	UNEVOLVE	
Serial Number:	87466282	E	
Serial Number:	87466290	E	
Serial Number:	87466291	E	
Serial Number:	87466293	EVERBOWL	
Serial Number:	87466305	EVERBOWL	
Serial Number:	87466313	UNEVOLVE	

OP \$1240.00 5399183

Property Type	Number	Word Mark
Serial Number:	87466319	UNEVOLVE
Serial Number:	87466324	UNEVOLVE
Serial Number:	87799701	ACAISOME
Serial Number:	87813275	ACAISOME
Serial Number:	87813259	CRAFT SUPERFOOD
Serial Number:	87813254	CONCOCTED OF WATER AND EARTH
Serial Number:	87813237	CONCOCTED OF WATER AND EARTH
Serial Number:	87813229	CONCOCTED OF WATER AND EARTH
Serial Number:	87813218	K2ODRINKS
Serial Number:	87813194	MADE FROM STUFF THAT'S BEEN AROUND FOREV
Serial Number:	87835359	WHATEVER BOWLS
Serial Number:	87889546	PROBIOTIC FLIGHT
Serial Number:	88014206	WEBUILD
Serial Number:	88014213	WEBUILD CONSTRUCTION
Serial Number:	88039342	REAL ACAI
Serial Number:	88039358	REAL GRAVIOLA
Serial Number:	88039363	REAL HAPPY FOODS
Serial Number:	88039397	REAL PITAYA
Serial Number:	88222054	SUPERFUEL COFFEE
Serial Number:	88222065	SUPERFUEL COFFEE
Serial Number:	88222082	UNCOMMON GRIND
Serial Number:	88287903	REAL ACAI
Serial Number:	88287890	REAL PITAYA
Serial Number:	88287858	E EVERMIX
Serial Number:	88287819	EVER POPS
Serial Number:	88291090	ACAI BLISS
Serial Number:	88291111	ACAI BOOST
Serial Number:	88291119	ACAI RISE
Serial Number:	88291130	ACAI SHINE
Serial Number:	88291142	THE COFFEE WITH ACTIVE INGREDIENTS

CORRESPONDENCE DATA

Fax Number: 6193930498

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: (619) 517-2272

Email: david@lizerbramlaw.com

Correspondent Name: David Lizerbram

Address Line 1: 3180 University Avenue, Suite 260

Address Line 4: San Diego, CALIFORNIA 92104

TRADEMARK

REEL: 007007 FRAME: 0893

NAME OF SUBMITTER:	David Lizerbram
SIGNATURE:	/David Lizerbram/
DATE SIGNED:	07/24/2020
Total Attachments: 9 source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page1.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page2.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page3.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page4.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page5.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page6.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page7.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page8.tif source=Everbowl IP, LLC - Executed IP Assignment from Everbowl, LLC.070720#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is made and effective July 7, 2020 (the “Effective Date”), by and between Everbowl, LLC, a limited liability company organized and existing under the laws of Delaware (“Everbowl, LLC”) and Everbowl IP, LLC, a limited liability company organized and existing under the laws of California (“Everbowl IP”). Everbowl, LLC and Everbowl IP, LLC may hereinafter sometimes be referred to individually as “Party” and collectively as “Parties.”

RECITALS

- A. Everbowl, LLC is the creator, author and owner of intellectual property including certain copyrights, trademarks, trade secrets, and other intellectual property rights as more particularly defined herein; and
- B. Everbowl, LLC desires to assign to Everbowl IP, LLC and Everbowl IP, LLC desires to accept from Everbowl, LLC an assignment of the intellectual property on the terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows

AGREEMENT

1. **Recitals Incorporated.** The Recitals set forth above are incorporated into the body of this Assignment as if restated herein verbatim.
2. **Assignment.** Everbowl, LLC hereby assigns to Everbowl IP, LLC, its successors and assigns, and Everbowl IP, LLC hereby accepts such assignment, for good and sufficient consideration, the receipt of which is hereby acknowledged, the entire right, title and interest in and to any of the following that exist as of the date hereof: (a) any and all intellectual property (“Intellectual Property”) created by, or otherwise belonging to or owned by, Everbowl, LLC (including but not limited to, the Intellectual Property listed on Exhibit A, attached hereto and incorporated herein by reference, as the same may be amended by the Parties from time to time) and including the goodwill associated therewith; (b) any and all Intellectual Property Rights (as defined below) claiming or covering such Intellectual Property; and (c) any and all causes of action that have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights.
3. **Intellectual Property Definition.** As used herein “Intellectual Property” shall include any and all intellectual property and tangible embodiments thereof, including without limitation: (a) rights associated with works of authorship, including copyrights, moral rights and mask-works; (b) trademarks, service marks, logos, common law trademarks and service marks, trademark and service mark registrations, Internet domain names, Internet and World Wide Web URLs or addresses, graphics or images, text, audio

or visual works and other works of authorship (including variations and translations thereof); (c) trade secret rights, inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, customer lists, trademarks, proprietary information; (d) other intellectual property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (e) applications, registrations, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

4. **Intellectual Property Rights Definition.** "Intellectual Property Rights" means collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress, and similar rights, including common law rights, moral rights, and rights under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

5. **Prior Works.** Everbowl, LLC represents that there are no original works of authorship, trademarks, or copyrights which were made prior to the date hereof which belong to Everbowl, LLC and which are not being assigned to Everbowl IP, LLC.

6. **Further Assurances.** From and after the date of this Assignment, Everbowl IP, LLC shall be responsible for obtaining and enforcing its rights in and to the Intellectual Property, however Everbowl, LLC hereby agrees to execute any and all documents, and take such other action as are reasonably requested by Everbowl IP, LLC to evidence, perfect, defend the foregoing assignment and agrees to cooperate in the prosecution, enforcement and defense of such proprietary rights. The provisions of this Section shall survive termination of this Assignment.

7. **Representations and Covenants.** Everbowl, LLC represents and warrants that: (a) Everbowl, LLC is the owner of the entire right, title, and interest in and to the Intellectual Property; (b) Everbowl, LLC has the right and authority to enter into this Assignment and grant the rights hereunder; and (c) Everbowl, LLC has not previously granted any rights in the Intellectual Property.

8. **Waiver of Moral Rights.** Everbowl, LLC irrevocably and unconditionally waives in favor of Everbowl IP, LLC any and all moral or equivalent rights (whether confirmed by the Copyright, Design and Patent Act of 1988 or otherwise), which Everbowl, LLC may now have or at any time possess in respect of the Intellectual Property in so far as legally possible in any part of the world.

9. **Indemnification.** Everbowl IP, LLC, as a material part of the consideration to be rendered to Everbowl, LLC under this Assignment, hereby saves and holds Everbowl, LLC harmless of and from, and indemnifies Everbowl, LLC against, any and all claims, causes of action, suits, losses, liability, damages, and expenses (including reasonable attorneys' fees and expenses) which Everbowl, LLC may incur or be obligated to pay, or for which Everbowl, LLC may become liable or be compelled to pay in any action, claim, or proceeding against him, for, or by reason of any acts, whether of omission or

commission, that may be committed or suffered by Everbowl, LLC, or any of Everbowl, LLC's servants, agents, or employees in connection with the Intellectual Property, whether arising before or after the date of this Assignment. Further, if Everbowl, LLC is named as a party in any litigation related to the Intellectual Property, Everbowl IP, LLC shall make timely payment to Everbowl, LLC's attorney for all legal fees incurred by Everbowl, LLC to defend Everbowl, LLC or to prosecute any cross complaints that Everbowl, LLC may have as a result of the litigation. At all times, Everbowl, LLC shall select Everbowl, LLC's own legal counsel. The provisions of this Section and Everbowl IP, LLC's obligations hereunder shall survive the expiration or termination of this Assignment.

GENERAL PROVISIONS

10. **Entire Agreement; Merger; Amendment.** This Assignment constitutes the entire understanding of the Parties hereto concerning the subject matter hereof, all prior understandings having been merged herein. This Assignment cannot be modified or amended except by a writing signed by the Parties hereto.

11. **Notices** Any notice or other communication given under this Assignment including, but not limited to, a request, demand, consent or approval, to or by a Party to this Assignment must be delivered personally or by prepaid post, facsimile or email to the address specified below or such other address as any Party may notify the others in writing from time to time.

If to Everbowl IP, LLC:

Everbowl IP, LLC
1300 Specialty Drive #100
Vista, CA 92081
jeff@everbowl.com
erik@everbowl.com

With a copy to:

David Lizerbram & Associates
David Lizerbram
3180 University Avenue, Suite 260
San Diego, California 92104
david@lizerbramlaw.com

If to Everbowl, LLC:

Everbowl, LLC

1300 Specialty Drive, #100
Vista, CA 92081
jeff@everbowl.com
erik@everbowl.com

With a copy to:

David Lizerbram & Associates
David Lizerbram
3180 University Avenue, Suite 260
San Diego, California 92104
david@lizerbramlaw.com

A notice is regarded as being given: (i) if delivery in person, when delivered to the addressee; (ii) if by post, 14 business days from and including the date of postage/on delivery to the addressee; (iii) if by email, on the date of delivery. If the address of a Party to whom notice is being given is in a different country than the address of the person giving the notice, then the period in (ii) will be 15 business days in respect of that notice.

12. **Governing Law; Jurisdiction; Venue.** This Assignment shall be governed by, and interpreted under, the laws of the State of California in the United States of America applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of law. Except in respect to an action commenced by a third party in another jurisdiction, the parties hereto hereby agree that any legal suit action, or proceeding arising out of or relating to this Assignment must be instituted in a federal or state court located in San Diego, California, and the parties hereto hereby irrevocably submit to the jurisdiction of any such court and waive any objection to the laying of venue in, or the inconvenience of, such forum.

13. **Waiver.** A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right. Failure by a Party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver. And a waiver of any right, discretion or remedy arising upon a breach of this Assignment must be in writing and signed under power and authority of the Party granting the waiver.

14. **Attorneys' Fees.** In any action between the parties to enforce any of the terms of this Assignment, the prevailing Party shall be entitled to recover expenses, including reasonable attorneys' fees.

15. **Alternate Dispute Resolution.** Any controversy, claim, or dispute arising out of or relating to this Assignment shall be settled in the following order of preference: (1) By good faith negotiation between representatives of the Parties who have authority to fully and finally resolve the dispute; (2) If necessary, by non-binding mediation at a location acceptable to both Parties in San Diego County, California, using a neutral mediator (in any mediation, the Parties shall equally share the cost of the mediator and otherwise bear

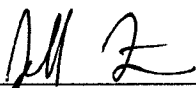
their own respective costs); or (3) As a last resort only, by binding arbitration in San Diego County, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by the American Arbitration Association; (b) each Party to the arbitration will pay his or its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the Arbitrator's rules and regulations) of the proceeding has been given to such Party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The Arbitrator shall not have the right to award punitive damages or speculative damages to either Party and shall not have the power to amend this Assignment. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

16. **Confidentiality.** Each Party agrees that it will not use or disclose any Confidential Information of the other Party or the terms of this Assignment to any person who is not a Party to this Assignment. The foregoing restriction does not apply to any related entity if necessary for reporting purposes within the relevant group of companies, employees or professional advisors of a Party, or if disclosure is required by law. As used herein, "Confidential Information" means this Assignment and any information of any type in any form or medium relating to the Intellectual Property, and the business, operations, affairs and activities of a Party or any of his or its employees, consultants, customers, suppliers or associates.

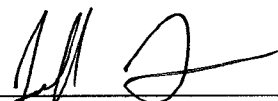
17. **Execution in Counterparts and by Facsimile or Email.** This Assignment may be executed in multiple counterparts, each of which is deemed a duplicate original, but all of which together shall constitute one and the same document. The Parties agree that this Assignment is considered signed when the signature of a Party is delivered by facsimile transmission or as an attachment to an email in Portable Document Format ("PDF"). Such facsimile signature or PDF signature shall be treated in all respects as having the same effect as an original signature.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, the parties have executed this Assignment on the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.



Jeffrey Fenster, CEO
Everbowl, LLC

By: 

Jeffrey Fenster, CEO
Everbowl IP, LLC

EXHIBIT A
Intellectual Property

All intellectual property created or owned by Everbowl, LLC as of the date of this Assignment, including, but not limited to, the following:

Trademarks (Registered and/or Common Law):

EVERBOWL - USPTO Registration Nos. 6037503 and 5898209 and USPTO Serial Nos. 87466293, and 87466305

GRANOLABOWLS - USPTO Serial No. 87346251

UNEVOLVE - USPTO Registration No. 6003304 and USPTO Serial Nos. 87259606, 87466313, 87466319, 87466324, and 87813194

MADE FROM STUFF THAT'S BEEN AROUND FOREVER – USPTO Registration Nos. 5560793, 5735061, and 5735060

K2O – USPTO Registration No. 5915525

ACAISOME – USPTO Registration Nos. 5741167 and USPTO Serial Nos. 87799701 and 87813275

CRAFT SUPERFOOD – USPTO Serial No. 87813259

CONCOCTED OF WATER AND EARTH – USPTO Registration No. 5735062 and USPTO Serial Nos. 87813254, 87813237, and 87813229

K2ODRINKS – USPTO Serial No. 87813218

WHATEVER BOWLS – USPTO Serial No. 87835359

PROBIOTIC FLIGHT – USPTO Serial No. 87889546

WEBUILD – USPTO Serial No. 88014206

WEBUILD CONSTRUCTION - USPTO Serial No. 88014213

REAL ACAI - USPTO Serial No. 88039342

REAL GRAVIOLA - USPTO Serial No. 88039358

REAL HAPPY FOODS - USPTO Serial No. 88039363

REAL PITAYA - USPTO Serial No. 88039397

SUPERFUEL COFFEE - USPTO Serial Nos. 88222054 and 88222065

UNCOMMON GRIND - USPTO Serial No. 88222082

ACAIBLISS - USPTO Serial No. 88291090

ACAIBOOST - USPTO Serial No. 88291111

ACAIRISE - USPTO Serial No. 88291119

ACAISHINE - USPTO Serial No. 88291130



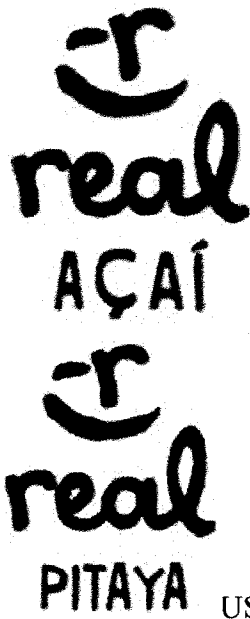
USPTO Registration No. 5399183



USPTO Registration No. 4399184



USPTO Serial Nos. 87466282, 87466290, and 87466291



USPTO Serial No. 88287903

USPTO Serial No. 88287890



USPTO Serial No. 88287858



USPTO Serial No. 88287819



USPTO Serial No. 88291142

Trademarks, Copyrights, and Trade Secrets:

All trademarks, copyrights, and trade secrets (including recipes, manuals, handouts, trade dress, means of presentation, audio-visual processes, and manner of operating and fulfillment) used or developed, in connection with the Everbowl restaurants or related businesses.