

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594431

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900559790		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartfruit Enterprises, LLC	FORMERLY Smartfruit, LLC	07/01/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Smartfruit, Inc.		
Street Address:	110 Bridge Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5221861	SMARTFRUIT	
CORRESPONDENCE DATA			
Fax Number:	2126842512		
<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:	2126842500		
Email:	acausey@woodslaw.com		
Correspondent Name:	Annie E. Causey Woods Lonergan PLLC		
Address Line 1:	280 Madison Ave., Suite 300		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	SFE TO SFI 5221861 ASSIGN		
NAME OF SUBMITTER:	Annie E. Causey		
SIGNATURE:	/Annie E. Causey, Esq./		
DATE SIGNED:	08/27/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made **JULY 1, 2020**, between Smartfruit, Inc. a Delaware corporation, ("Assignee") and Smartfruit Enterprises, LLC ("Assignor") in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor is the beneficial owner of the wordmark "Smartfruit" existing under U.S. Trademark Registration Number 5,221,861 and Application Number 87191354 ("Trademark 5221861");

WHEREAS, Trademark 5221861 was registered with the U.S. Patent and Trademark Office on June 13, 2017, consists of standard characters without claim to any particular font style, size, or color of the word "Smartfruit," was first used in commerce on May 1, 2016, and is applicable to dietary supplemental drinks in the nature of vitamin and mineral beverages;

WHEREAS, Assignor desires to fully and irrevocably divest itself of and transfer Trademark 5221861 to Assignee;

WHEREAS, Assignee desires to fully and irrevocably receive the divestiture and transfer of the Trademark 5221861 from Assignor;


NOW THEREFORE:


1. Assignor hereby assigns all its right, title and interest in and to Trademark 5221861 to Assignee TOGETHER WITH ALL THE GOOD WILL OF THE BUSINESS IN WHICH Trademark 5221861 IS USED as of the day and year first written above, and further, authorizes the Director of the U. S. Patent and Trademark Office to record this Assignment against Trademark 5221861.

2. Assignee hereby accepts the assignment of all Assignor's right, title and interest in and to Trademark 5221861 TOGETHER WITH ALL THE GOOD WILL OF THE BUSINESS IN WHICH Trademark 5221861 IS USED as of the day and year first written above, and further, shall record this Assignment with U. S. Patent and Trademark Office against Trademark 5221861.

3. This Assignment (including, for the avoidance of doubt, any joinder, schedule, annex, exhibit or other attachment hereto) may be transmitted and/or signed by facsimile or other electronic means. The effectiveness of any such signatures shall have the same force and effect as manually signed originals and shall be binding on each party hereto and for all purposes.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR **DocuSigned by:**

SMARTFRUIT ENTERPRISES, LLC
110 Bridge Street
Brooklyn, New York 11201
By: Eren Spring, CEO

ASSIGNEE **DocuSigned by:**

SMARTFRUIT, INC
110 Bridge Street
Brooklyn, New York
By: Hershel Gombo, CEO

TRADEMARK