

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3V Company, Inc.	FORMERLY Three Vee Food & Syrup Products Inc.	07/15/2020	Corporation: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	4708784	SMART FRUIT	
Registration Number:	4730491	SMART FRUIT	
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:	4730491 & 4708784		
NAME OF SUBMITTER:	Annie E. Causey		
SIGNATURE:	/Annie E. Causey, Esq./		
DATE SIGNED:	08/27/2020		
Total Attachments: 2			
source=2020.08.20_3V_to_SFI_470874_and_4730491_Good_Will_Amendment#page1.tif			
source=Notice#page1.tif			

TRADEMARK ASSIGNMENT

For Recordation with USPTO

This Trademark Assignment (“Assignment”) is made **JULY 15, 2020**, between Smartfruit, Inc. a Delaware corporation, (“Assignee”) and 3V Company, Inc., a New York corporation (“Assignor”), in consideration of covenants herein contained and good and valuable consideration, the sufficiency of which is acknowledged, witnesseth:

WHEREAS, Assignor is the recorded owner of the wordmark “Smart Fruit” existing under U.S. Trademark Registration Number 4,708,784 and Application Number 85897232 (“Trademark 4708784”);

WHEREAS, Assignor is also the recorded owner of the illustrative wordmark “Smart Fruit” existing under U.S. Trademark Registration Number 4,730,491 and Application Number 86307101 (“Trademark 4730491”);

WHEREAS, Trademark 4708784 was registered with the U.S. Patent and Trademark Office on March 24, 2015, consists of standard characters without claim to any particular font style, size, or color of the words “Smart Fruit,” was first used in commerce on December 9, 2014, and is applicable to fruit and soy-based snack foods, namely, crushed fruit mixtures, fruit gummies, and snack bars consisting primarily of fruit;

WHEREAS, Trademark 4730491 was registered with the U.S. Patent and Trademark Office on May 5, 2015, consists of an illustrative drawing which includes a petal design inside of a circle, which is displayed next to the stylized words “Smart Fruit” whose literal elements include the phrase “Smart Fruit” and color is not claimed as a feature of the mark, which was first used in commerce on December 9, 2014, and is applicable to fruit and soy-based snack foods;

WHEREAS, Assignor desires to fully and irrevocably divest itself of and transfer all right, title and interest Assignor has in and to Trademark 4708784 and Trademark 4730491 to Assignee; and

WHEREAS, Assignee desires to accept all of Assignor’s right, title and interest in and to Trademark 4708784 and Trademark 4730491;

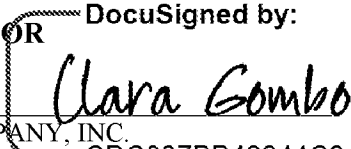
NOW THEREFORE:

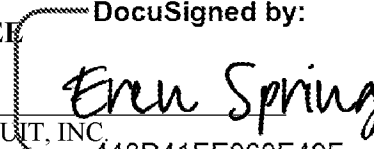
1. Assignor hereby assigns all its right, title and interest in and to Trademark 4708784 and Trademark 4730491 to Assignee **TOGETHER WITH ALL THE GOOD WILL OF THE BUSINESS IN WHICH Trademark 4708784 and Trademark 4730491 ARE USED** as of the day and year first written above, and further, authorizes the Director of the U. S. Patent and Trademark Office to record this Assignment against Trademark 4708784 and Trademark 4730491.

2. Assignee hereby accepts the transfer to Assignee of all of Assignor’s right, title and interest in and to Trademark 4708784 and Trademark 4730491 **TOGETHER WITH ALL THE GOOD WILL OF THE BUSINESS IN WHICH Trademark 4708784 and Trademark 4730491 ARE 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 4708784 and Trademark 4730491.

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 Agreement as of the date first written above.

ASSIGNOR **DocuSigned by:**

 3V COMPANY, INC.
 110 Bridge Street CDC037BB43944C3...
 Brooklyn, New York 11201
 By: Clara Gombo, CEO

ASSIGNEE **DocuSigned by:**

 SMARTFRUIT, INC.
 110 Bridge Street 448D41EE069E49F...
 Brooklyn, New York 11201
 By: Eren Spring, CEO