

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benuvia Therapeutics Inc.		09/21/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Fresh Cut Development, LLC		
Street Address:	444 S Ellis St.		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88691203	BENUVIA	
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:	6175019560		
Email:	marie@kwlaw.co		
Correspondent Name:	Marie Aucoin		
Address Line 1:	6122 N 7th st		
Address Line 2:	Suite D		
Address Line 4:	Phoenix, ARIZONA 85014		
NAME OF SUBMITTER:	Marie Aucoin		
SIGNATURE:	/Marie Aucoin/		
DATE SIGNED:	09/21/2020		
Total Attachments: 3			
source=9800-03500_Trademark_Assignment_Agreement_Therapeutics_to_Fresh_Cut_FE_09_21_2020#page1.tif			
source=9800-03500_Trademark_Assignment_Agreement_Therapeutics_to_Fresh_Cut_FE_09_21_2020#page2.tif			
source=9800-03500_Trademark_Assignment_Agreement_Therapeutics_to_Fresh_Cut_FE_09_21_2020#page3.tif			

OP \$40.00 88691203

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 21, 2020 ("**Effective Date**"), is made by Benuvia Therapeutics Inc. ("**Assignor**"), a Delaware corporation, located at 444 S Ellis St., Chandler, Arizona 85224, in favor of Fresh Cut Development, LLC ("**Assignee**"), a Delaware limited liability company, located at 444 S Ellis St., Chandler, Arizona 85224.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee, and Assignee hereby accepts certain Trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

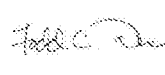
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have duly executed and delivered this Trademark Assignment as of the Effective Date.

As Assignor

BENUVIA THERAPEUTICS INC.

 Digitally signed by Todd C. Davis
DN: cn=Todd C. Davis, o=Benuvia Therapeutics,
ou=Benuvia Therapeutics,
email=eschfsky@benuvia.com, c=US
Date: 2020.09.21 14:39:05 -0700

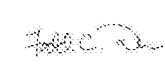
By: _____

Name: Todd C. Davis

Title: President

As Assignee

FRESH CUT DEVELOPMENT, LLC

 Digitally signed by Todd C. Davis
DN: cn=Todd C. Davis, o=Benuvia Therapeutics,
ou=Benuvia Therapeutics,
email=eschfsky@benuvia.com, c=US
Date: 2020.09.21 14:39:25 -0700

By: _____

Name: Todd C. Davis

Title: Manager

SCHEDULE 1

Assigned Trademarks

Mark	Application Serial Number	Filing Date
BENVIA	88691203	November 13, 2019
BENVIA THERAPEUTICS INC.	88691207	November 13, 2019