

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Bar & Kitchen LLC		10/16/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Plant Based Holdings, LLC		
Street Address:	100 SW 3rd Avenue		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33312		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6150284	GREENBAR & KITCHEN	
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:	754-300-7149		
Email:	service@fillawforall.com		
Correspondent Name:	The Law for All, P.A.		
Address Line 1:	200 E. Broward Blvd., Ste. 1320		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Kory K. Sgrignoli Jr., Esq.		
SIGNATURE:	/Kory K. Sgrignoli Jr., Esq./		
DATE SIGNED:	11/05/2020		
Total Attachments: 4			
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OP \$40.00 6150284

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 16, 2018, is made by GREEN BAR & KITCHEN, LLC, and ELENA PEZZO (Collectively, "Assignor"), a Florida Limited Liability Company, located at 1075 SE 17th Street, First Floor, Fort Lauderdale, FL 33316, in favor of Plant Based Holdings, LLC. ("Assignee"), a Florida Limited Liability Company, located at 100 SW 3rd Avenue, Fort Lauderdale, FL, 33312.

WHEREAS, under the terms of this IP Assignment Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties 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 (the "Assigned IP"):

- (a) the trademark registrations and applications set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) the trademark registrations and applications set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (c) 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;
- (d) 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
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.
- (f) the domain name registrations and applications set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (the "Domain Name"), together with the goodwill of the business connected with the website.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

4. Successors and Assigns. This IP 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 IP 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 IP 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

(Signature page attached)

NAME OF ASSIGNOR

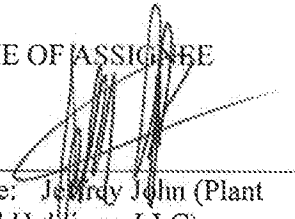
By: 
Name: Elena Pezzo
Title: Individual
Address for Notices:

NAME OF ASSIGNOR

By: 
Name: Elena Pezzo
(Green Bar & Kitchen, LLC)
Title: Managing Member

Address for Notices:
1075 SE 17th Street, First Floor
Fort Lauderdale, FL 33316

NAME OF ASSIGNEE

By: 
Name: Jeffrey John (Plant
Based Holdings, LLC)
Title: Managing Member

Address for Notices:
100 SW 3rd Avenue
Fort Lauderdale, FL 33312

Schedule 4

INTELLECTUAL PROPERTY

Trademarks

<u>Title</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Type</u>
1. Greenbar & Kitchen	87693554	November 21, 2017	Word Mark
2. Greenbar & Kitchen	86266340	April 29, 2014	Stylized Logo

Domain Names

<u>Domain Name</u>	<u>Registration Date</u>	<u>Expire Date</u>	<u>Registrant</u>
1. Greenbarkitchen.com	November 9, 2012	November 9, 2020	Elena Pezzo