

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iris Brands , LLC		11/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gelso, LLC		
Street Address:	161 Worcester Road		
Internal Address:	Suite 606		
City:	Framingham		
State/Country:	MASSACHUSETTS		
Postal Code:	01701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88915954	TRUTH & DAIRY	
Serial Number:	88583728	SOLERE	
Serial Number:	88486644	SOLERA	
Registration Number:	5836437	CRUSHED FRUIT BARS	
Registration Number:	5566625	FOR THE LOVE OF FRUIT	
CORRESPONDENCE DATA			
Fax Number:	6712263801		
<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:	16172263800		
Email:	tm@preti.com		
Correspondent Name:	Rue K. Toland - Preti Flaherty et al.		
Address Line 1:	60 State Street		
Address Line 2:	Suite 1000		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	Crave Assign. CMR 101152		
NAME OF SUBMITTER:	Rue K. Toland		
SIGNATURE:	/Rue K. Toland/		

CH \$140.00 88915954

DATE SIGNED:	11/23/2020
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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of November 6, 2020 (the “**Effective Date**”) is made by Iris Brands, LLC, a Delaware limited liability company (“**Seller**”), in favor of Gelso, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of the Effective Date (the “**Asset Purchase Agreement**”).

WHEREAS, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the trademark registrations and applications set forth on Schedule A 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademarks to Buyer, or any assignee or successor thereto.

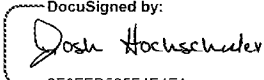
3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns

4. 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 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.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Seller have executed this Trademark Assignment as of the Effective Date.

IRIS BRANDS, LLC

DocuSigned by:

By _____
Name: Josh Hochschuler
Title: Principal

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007113 FRAME: 0729

SCHEDULE A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial No.	Registration No.
Truth & Dairy	88915954	
Solere	88583728	
Solera	88486644	
Crushed Fruit Bars	87397773	5836437
For the Love of Fruit	87397764	5566625