

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620076

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900578265 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---------------------------------------|
| Fresh, LLC, a Florida limited liability company | | 10/30/2020 | Limited Liability Company: FLORIDA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | FreshJax, Inc., a Delaware corporation |
| Street Address: | 11526 Lake Mead Avenue, Unit 103 |
| City: | Jacksonville |
| State/Country: | FLORIDA |
| Postal Code: | 32256 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------------------|
| Registration Number: | 5590448 | ROSY CHEEKS |
| Registration Number: | 5605989 | FRESHJAX |
| Registration Number: | 5605991 | GRILL MASTER |
| Registration Number: | 5917021 | KETO CHOPHOUSE |
| Registration Number: | 5994113 | TOFU SCRAMBLE |
| Registration Number: | 6130278 | SUNRISE COWGIRL'S |
| Serial Number: | 88790800 | BRUNCH LIFE |
| Serial Number: | 88820153 | GRILL MASTER |
| Serial Number: | 88832221 | I'VE GOT THE BRUNCHIES |
| Serial Number: | 88868434 | NOT YOUR MADRA'S |
| Serial Number: | 88908307 | VAMPEPPER |
| Serial Number: | 88908310 | HAPPY HAMLET |
| Serial Number: | 88908311 | TRIPLE DOG DARE |
| Serial Number: | 88908312 | DARING DUNES |
| Serial Number: | 88936088 | I'VE GOT THE BRUNCHIES |
| Serial Number: | 88776005 | 1 BOX SOLD = 1 MEAL DONATED |
| Serial Number: | 88978387 | 1 BOX SOLD = 1 MEAL DONATED |
| Serial Number: | 90008465 | FAIRY BLUSH |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--------------|
| Serial Number: | 88790762 | GRILL MASTER |
| Serial Number: | 88868430 | GRILL MASTER |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9049551977
Email: fdutra@wilsondutra.com
Correspondent Name: Fernando Dutra
Address Line 1: 7643 Gate Parkway
Address Line 2: Suite 10489
Address Line 4: Jacksonville, FLORIDA 32256

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Fernando Dutra |
| SIGNATURE: | /Fernando Dutra/ |
| DATE SIGNED: | 01/13/2021 |

Total Attachments: 3
source=TM_Assignment_Fresh_LLC_to_FreshJax_Inc_signed#page1.tif
source=TM_Assignment_Fresh_LLC_to_FreshJax_Inc_signed#page2.tif
source=TM_Assignment_Fresh_LLC_to_FreshJax_Inc_signed#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”) is made as of the effective date below, by Fresh, LLC, a Florida limited liability company (“Assignor”), in favor of FreshJax, Inc., a Delaware corporation (“Assignee”).

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations and applications listed in Appendix A attached to this Trademark Assignment, including any common law trademark rights therefor (the “Marks”); and

1. Assignment. For good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does sell, assign, transfer and set over to Assignee, Assignor’s entire right, title, and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment and sale had not been made; together with all income, royalties, or payments due or payable as of the effective date of this Trademark Assignment or thereafter, including all claims for damages by reason of past, present, or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Recordation and Further Actions. Assignee authorizes 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 Trademark Assignment upon request by Assignor. Following the execution date below, 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. Governing Law; Venue. This Trademark Assignment is deemed executed and delivered within the State of Florida, and it is the intention of the parties that it shall be construed, interpreted, and applied in accordance with the laws of the State of Florida without regard to its conflicts of law principles.

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 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.

5. Successors and Assigns. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment on this 30 day of October, 2020.

Fresh, LLC

By: Jason McDonald
Name: Jason McDonald
Title: President

APPENDIX A

MARKS

| WD Reference No. | Application No. | Mark | Filing Date | Registration No. | Registration Date |
|------------------|-----------------|-----------------------------|-------------|------------------|-------------------|
| FRJX0003WM | 87932251 | Rosy Cheeks | 5/22/2018 | 5590448 | 10/3/2018 |
| FRJX0001WM | 87843233 | FreshJax | 3/21/2018 | 5605989 | 11/13/2018 |
| FRJX0002WM | 87843250 | Grill Master | 3/21/2018 | 5605991 | 11/13/2018 |
| FRJX0005WM | 88300799 | Keto Chophouse | 2/13/2019 | 5917021 | 11/19/2019 |
| FRJX0006WM | 88313444 | Tofu Scramble | 2/24/2019 | 5994113 | 2/25/2020 |
| FRJX0009WM | 88790762 | Grill Master | 2/10/2020 | | |
| FRJX0011WM | 88790811 | Sunrise Cowgirl's | 2/10/2020 | 6130278 | 8/18/2020 |
| FRJX0010WM | 88790800 | Brunch Life | 2/10/2020 | | |
| FRJX0014WM | 88820153 | Grill Master | 3/4/2020 | | |
| FRJX0015WM | 88832221 | I've Got The Brunchies | 3/12/2020 | | |
| FRJX0016WM | 88868430 | Grill Master | 4/11/2020 | | |
| FRJX0017WM | 88868434 | Not Your Madra's | 4/11/2020 | | |
| FRJX0008WM | 88776005 | 1 Box Sold = 1 Meal Donated | 1/28/2020 | | |
| FRJX0020WM | 88908307 | VamPepper | 5/9/2020 | | |
| FRJX0021WM | 88908310 | Happy Hamlet | 5/9/2020 | | |
| FRJX0022WM | 88908311 | Triple Dog Dare | 5/9/2020 | | |
| FRJX0023WM | 88908312 | Daring Dunes | 5/9/2020 | | |
| FRJX0024WM | 88936088 | I've Got The Brunchies | 5/28/2020 | | |
| FRJX0008WMDIV | 88978387 | 1 Box Sold = 1 Meal Donated | 1/28/2020 | | |
| FRJX0029WM | 90008465 | Fair Blush | 6/18/2020 | | |