

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Otimo, LLC		01/08/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kos, Inc		
Street Address:	27 West Anapamu Street, #300		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6225470	SHROOMBOOM	
Registration Number:	6117039	HOLY CACAO! HOT CHOCOSHROOM BLEND	
Registration Number:	6113583	SCOOP, SHAKE, SMILE.	
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:	3105785141		
Email:	tdifloure@gmail.com		
Correspondent Name:	Thomas L. Difloure		
Address Line 1:	13952 Bora Bora Way, #317		
Address Line 4:	Marina Del Rey, CALIFORNIA 90292		
NAME OF SUBMITTER:	Thomas L. Difloure		
SIGNATURE:	/Thomas L. Difloure/		
DATE SIGNED:	01/08/2021		
Total Attachments: 1			
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OP \$90.00 6225470

TRADEMARK ASSIGNMENT

This Assignment made on 1-8-2021 between, Otimo, LLC a Limited Liability Company legally organized under the laws of California ("Assignor") located at 27 West Anapamu Street #300, Santa Barbara California 93101, and Kos, Inc. a Corporation legally organized under the laws of California ("Assignee") located at 27 West Anapamu Street #300, Santa Barbara California 93101.

This Assignment is effective as of the date it is executed by both parties.

WHEREAS, Assignor is the owner of the following U.S. TradeMarks ("the Marks").

- U.S. Reg. No. 6225470 SHROOMBOOM
- U.S. Reg. No. 6117039 HOLY CACAO! HOT CHOCOSHROOM BLEND
- U.S. Reg. No. 6113583 SCOOP, SHAKE, SMILE.

WHEREAS, Assignor has agreed to assign, sell, and transfer all right, title, and interest in and to the Marks in perpetuity to the Assignee.

NOW THEREFORE, in pursuance of this agreement and in consideration of the payment of \$ 1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right title, and interest of whatever kind in and to the Marks, together with the (1) the goodwill of the business relating to the Products/Services in respect upon which the TradeMark are used and for which they are registered, (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including but without limitation, damages and payments for past or future infringements and misappropriations of the Marks, and (3) all right to sue for past, present, and future infringements or misappropriations of the Marks.

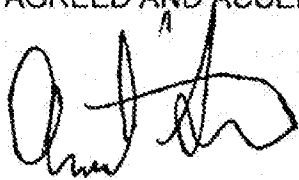
Assignor further covenants that on the request of Assignee, it will execute, all documents, papers, forms and authorizations that may be necessary for securing, completing, or vesting in Assignee's full right, title and interest in the Marks.

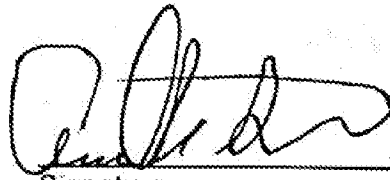
THUS, the Marks shall become as of the effective date of this Assignment the sole property of Assignee on a worldwide basis. Assignee will take the necessary action to effect the registration of this Assignment with the United States Patent and Trademark Office.

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of California as applicable to contracts entered into and wholly performed within the State of California. Any action to enforce this Assignment shall be brought in Superior Court for the County of Santa Barbara, California.

AGREED AND ACCEPTED ASSIGNOR:

AGREED AND ACCEPTED ASSIGNEE:





1-8-21
Date

1-8-21
Date

Signature

Signature

Tony Stahl
Name

Tony Stahl
Name

TRADEMARK