

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benoit Marsot		12/11/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	That's It Nutrition, LLC		
Street Address:	834 S. Broadway, Suite 800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6038878	THAT'S IT	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	3108836400		
Email:	trademarks@cooley.com		
Correspondent Name:	Bobby A. Ghajar		
Address Line 1:	1299 Pennsylvania Avenue, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	329350-20000		
NAME OF SUBMITTER:	Eunice Yu		
SIGNATURE:	/Eunice Yu/		
DATE SIGNED:	12/17/2020		
Total Attachments: 3			
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EXHIBIT 2

(Assignment of Registration)

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of the date on which it has been fully executed (the "Effective Date") by and between Benoit Marsot DBA Unbumpkin, an individual ("Assignor"), as assignor, having an address of 33 Martha Avenue, San Francisco, California 94131, and That's It Nutrition, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"), as assignee, having an address of 834 S. Broadway, Suite 800, Los Angeles, California 90014. Assignee and Assignor are sometimes collectively referred to herein as the "Parties" and separately as a "Party."

WHEREAS, Assignor and Assignee have entered into an Agreement by and among Assignor and Assignee (together with any exhibits and schedules thereto, and as amended from time to time, the "Agreement"), pursuant to which Assignee is acquiring the Transferred Mark described herein;

WHEREAS, Assignor is the owner of the trademark THAT'S IT having U.S. Registration Number 6038878 hereto (the "Transferred Mark"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Transferred Mark, pursuant to and subject to the terms and conditions of this Assignment and the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and stipulations set forth herein and in the Agreement, the receipt and legal sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers, and conveys to Assignee (and its successors and assigns) all of Assignor's right, title and interest in and to the Transferred Mark, together with (a) the goodwill associated therewith or symbolized thereby and (b) all claims for all rights to sue at law or in equity for all claims arising out of or related to any past, present or future infringement, misappropriation or violation thereof.

2. Assignor further authorizes Assignee, the Commissioner for Trademarks of the United States of America and the authorized persons of other foreign government offices to record this Assignment and thereby vest record ownership of the Transferred Mark in the name of Assignee.

3. Upon request of Assignee, Assignor will cooperate with Assignee in executing and/or filing documents with the United States Patent and Trademark Office (the "USPTO") to record this Assignment with the USPTO.

4. Assignor shall execute, deliver and acknowledge such assignments and other documents and take all such other actions as Assignee may reasonably request to memorialize or perfect the assignment and transfer of the Transferred Mark and other assets and rights assigned and transferred to Assignee.

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5. All of the terms and provisions of this Assignment shall be binding upon Assignor and its permitted successors and assigns and shall inure to the benefit of Assignee and its permitted successors and assigns.

6. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Transferred Mark from Assignor to Assignee.

7. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws). The parties agree that any action brought by any party under this Assignment shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of any state or federal court located in California. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

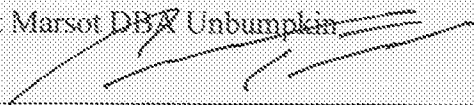
8. Nothing in this Assignment, express or implied, is intended to confer upon any third party (other than a permitted successor or assign under the Asset Purchase Agreement) any rights, remedies, obligations or liabilities.

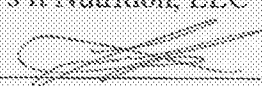
9. The Parties may execute this Assignment in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic expert's group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be Executed by their duly authorized representatives as of the date first written above.

Benoit Marsot DBA Unbumpkin
By 
Name: Benoit Marsot
Date: 12/10/20

That's It Nutrition, LLC
By 
Name: Lior Lewensztain
Title: CEO
Date: December 11, 2020