

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinach Holdings, Corp.		02/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Upbeet Brands, Inc.		
Street Address:	853 Broadway		
Internal Address:	Suite 905		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88865779	THE BEET	
Registration Number:	6190853	THE BEET	
Serial Number:	88865764	B.	
Serial Number:	88865807	JUST ADD PLANTS	
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:	2152799389		
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A LaVine		
Address Line 1:	100 Front Street, Suite 100		
Address Line 2:	One Tower Bridge		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	02/02/2021		
Total Attachments: 3			

OP \$115.00 88865779

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is made as of the 29th day of January, 2021, by and between Spinach Holdings, Corp., a Delaware corporation having an address of 853 Broadway, Suite 905, New York, New York 10003 ("Assignor") and Upbeet Brands, Inc., a Delaware corporation having an address of 853 Broadway, Suite 905, New York, New York 10003 ("Assignee").

WHEREAS, Assignor owns the trademarks set forth in Schedule A attached hereto and incorporated herein by this reference, including all common law rights in the trademarks, and all trademark applications and registrations for the marks throughout the world (the "Marks").

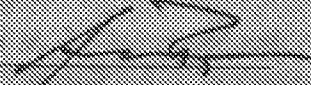
WHEREAS, Assignee desires to acquire the Marks and Assignor desires to sell, transfer, convey and assign the Marks to Assignee, including all of the goodwill associated with the Marks.

NOW THEREFORE, in consideration of the premises set forth above, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

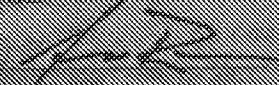
1. **Assignment**. Assignor hereby grants, sells, conveys, assigns, releases, transfers and delivers to Assignee, its successors and assigns, absolutely to have and to hold the same forever, all of Assignor's right, title and interest in and to the Marks, including but not limited to the goodwill associated with the Marks, including without the limitation the Marks in Schedule A, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks.
2. **Recordation and Further Actions**. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignor 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 Marks 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

ASSIGNOR

By: 
Name: Andrew Rogers
Title: CEO
Date: 2/2/2021

ASSIGNEE

By: 
Name: Andrew Rogers
Title: CEO
Date: 2/2/2021

SCHEDULE A

Trademarks

Trademarks

THE BEET

U.S. Registration No. 6,190,853

U.S. Application No. 88/865,779

B. (logo)

U.S. Application No. 88/865,764

JUST ADD PLANTS

U.S. Application No. 88/865,807