

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bistro MD, LLC		03/03/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Bistro MD, LLC		
Street Address:	1 N Clematis Street, Suite 307		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5195901	BALANCE BY BISTROMD	
Registration Number:	3640085	BISTRO MD	
Registration Number:	4425128	BISTROMD	
Registration Number:	4599664	BISTROMD	
Registration Number:	4635179	EATS ESSENTIAL AND TASTY SNACKS	
Registration Number:	4520270	FOR A LIGHTER, HEALTHIER YOU	
Registration Number:	4432585	HEALTHY WEIGHT LOSS DELIVERED	
Registration Number:	6035453	LIVE WELL - COOK LESS	
Serial Number:	88780564	LIVE WELL. COOK LESS.	
Registration Number:	5246870	NO APRON NEEDED	
Registration Number:	4479185	THE FOODIE AND THE M.D.	
Registration Number:	4608053		
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com		
Correspondent Name:	Eleanor B. Atkins		

CH \$315.00 5195901

TRADEMARK

Address Line 1: McDermott Will & Emery LLP
Address Line 2: 555 North Capitol Street, NW
Address Line 4: Washington, D.C. 20001-1531

NAME OF SUBMITTER: Eleanor B. Atkins

SIGNATURE: /Eleanor Atkins/

DATE SIGNED: 04/05/2021

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of March 3, 2021, and is by and among Bistro MD, LLC, a Nevada limited liability company located at 1575 Pine Ridge Road, Suite 21, Naples, Florida 34109 ("Bistro") and Silver Cuisine, LLC, a Florida limited liability company located at 1575 Pine Ridge Road, Suite 21, Naples, Florida 34109 ("Silver", together with Bistro, the "Assignors"), and Bistro MD, LLC, a Delaware limited liability company located at 1 N Clematis Street, Suite 307, West Palm Beach, Florida 33401 (the "Assignee").

RECITALS

A. The Assignors are the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignors, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignors have agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignors have agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. This Assignment memorializes the assignment, transfer and sale of the Mark from the Assignors to the Assignee.

AGREEMENT

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors do hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignors business to which the Marks pertain, and all registrations and pending applications for the Marks, along with any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors acknowledge that the Assignee will file this Assignment with the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Assignment for the purpose of transferring ownership of all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignors will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

5. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

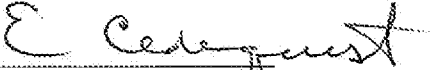
* * *

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

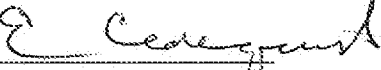
Bistro MD, LLC

A Nevada limited liability company

By: 
Name: Edward A. Cederquist *as manager*
Title: Manager

Silver Cuisine, LLC

A Florida limited liability company

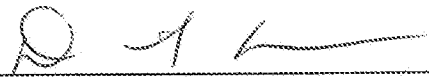
By: 
Name: Edward A. Cederquist *as manager*
Title: Manager

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNEE:

Bistro MD, LLC
A Delaware limited liability company



By: 
Name: David Benyaminy
Title: President and Treasurer

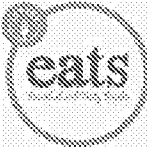
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TRADEMARK
REEL: 007264 FRAME: 0553

EXHIBIT A

TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark/ Registration No/ Application No.	Status/Key Dates	Current Owner
USA	BALANCE BY BISTROMD RN: 5195901 SN: 86102794	Registered May 2, 2017 Int'l Class: 43 First Use: June 10, 2015 Filed: October 28, 2013	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	BISTRO MD RN: 3640085 SN: 77055041 Disclaimer: "BISTRO"	Renewed June 16, 2019 Int'l Class: 29, 30 First Use: January 1, 2009 Int'l Class: 39 First Use: August 20, 2007 Filed: December 1, 2006 Registered: June 16, 2009	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	BISTROMD and Design  RN: 4425128 SN: 85872602	Registered 8 & 15 September 16, 2019 Int'l Class: 43, 44 First Use: September 1, 2012 Filed: March 11, 2013 Registered: October 29, 2013	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	BISTROMD and Design  RN: 4599664 SN: 85886241	Registered 8 & 15 October 21, 2020 Int'l Class: 29 First Use: September 1, 2012 Filed: March 26, 2013 Registered: September 9, 2014	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109

Country	Trademark/ Registration No/ Application No.	Status/Key Dates	Current Owner
USA	EATS ESSENTIAL AND TASTY SNACKS and Design  RN: 4635179 SN: 85886225 Disclaimer: "EATS" AND "TASTY SNACKS"	Registered 8 & 15 October 21, 2020 Int'l Class: 43 First Use: September 1, 2012 Filed: March 26, 2013 Registered: November 11, 2014	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	FOR A LIGHTER, HEALTHIER YOU RN: 4520270 SN: 85873949	Registered 8 & 15 May 4, 2020 Int'l Class: 29, 43 First Use: September 1, 2012 Filed: March 12, 2013 Registered: April 29, 2014	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	HEALTHY WEIGHT LOSS DELIVERED RN: 4432585 SN: 85925569 Disclaimer: "DELIVERED"	Registered 8 & 15 September 18, 2019 Int'l Class: 43 First Use: September 1, 2012 Filed: May 7, 2013 Registered: November 12, 2013	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	LIVE WELL - COOK LESS RN: 6035453 SN: 88505757	Registered April 14, 2020 Int'l Class: 29 First Use: November 18, 2019 Int'l Class: 30 First Use: November 25, 2019 Int'l Class: 39 First Use: December 30, 2019 Filed: July 9, 2019	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	LIVE WELL. COOK LESS. SN: 88780564	Published January 12, 2021 Int'l Class: 29 First Use: November 25, 2019 Int'l Class: 30 First Use: November 26, 2019 Int'l Class: 39 First Use: December 30, 2019 Filed: January 31, 2020	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109

Country	Trademark/ Registration No/ Application No.	Status/Key Dates	Current Owner
USA	NO APRON NEEDED RN: 5246870 SN: 86595701	Registered July 18, 2017 Int'l Class: 29, 30, 43 First Use: December 20, 2016 Filed: April 13, 2015	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	SILVER CUISINE RN: 3905473 SN: 77861379 Disclaimer: "CUISINE"	Registered 8 & 15 February 1, 2017 Int'l Class: 29, 30, 39 First Use: May 11, 2010 Filed: October 30, 2009 Registered: January 11, 2011	Silver Cuisine, LLC, a Florida limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	THE FOODIE AND THE M.D. RN: 4479185 SN: 85872617	Registered Supplemental Register 8 Accepted March 24, 2020 Int'l Class: 44 First Use: September 1, 2012 Filed: March 11, 2013 Registered: February 4, 2014	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	Fork Design RN: 4608053 SN: 85873910	Registered 8 & 15 October 21, 2020 Int'l Class: 29, 43, 44 First Use: September 1, 2012 Filed: March 12, 2013 Registered: September 23, 2014	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
USA	SILVER CUISINE and Design  RN: 5103119 SN: 86794538	Registered December 20, 2016 Filed: October 21, 2015	Silver Cuisine, LLC, a Florida limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida 34109
Canada	BISTRO MD RN: TMA889101 AN: 1589506	Registered Last Status Received: Registered October 31, 2014 Office Status: Registration published Filed: August 9, 2012 Expiration Date: October 31, 2029	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road, Suite 21 Naples, Florida, 34109, United States of America

Country	Trademark/ Registration No/ Application No.	Status/Key Dates	Current Owner
Canada	MENOPAUSE METABOLISM RN: TMA911994 AN: 1589696	Registered Last Status Received: Registered August 21, 2015 Office Status: Registration published Filed: August 13, 2012 Expiration Date: August 21, 2030	Bistro MD, LLC, a Nevada limited liability company 1575 Pine Ridge Road Suite 21 Naples, Florida 34109, United States of America
Canada	SILVER CUISINE RN: TMA889102 AN: 1589507	Registered October 31, 2014 Filed: August 9, 2012 Expiration Date: October 31, 2029	Silver Cuisine, LLC 1575 Pine Ridge Road, Suite 21 Naples, Florida, 34109 United States of America