

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679140

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900636923		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mississippi State University Research and Technology Corporation		06/28/2021	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Justin Mitchener		
Street Address:	103 Tea Rose Ln		
City:	Starkville		
State/Country:	MISSISSIPPI		
Postal Code:	39759		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4012699	RE-JUVA-NATE	
Registration Number:	4012698	JUVA	
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:	9014094764		
Email:	josh.jeanson@live.com		
Correspondent Name:	Justin Mitchener		
Address Line 1:	103 Tea Rose Ln		
Address Line 4:	Starkville, MISSISSIPPI 39759		
ATTORNEY DOCKET NUMBER:	JUVA004		
NAME OF SUBMITTER:	Justin Mitchener		
SIGNATURE:	/Justin Mitchener/		
DATE SIGNED:	10/05/2021		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of the 28 day of June, 2021, is made by Mississippi State University Research and Technology Corporation ("Assignor" or "RTC"), who has a principal place of business at Post Office Box 5282, Mississippi State, Mississippi 39762 and Justin Mitchener, having an address of 103 Tea Rose Lane, Starkville, Mississippi 39759 ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks including U.S. Trademark Registration No. 4012698 for the "JUVA" mark and U.S. Trademark Registration No. 4012699 for the "RE-JUVA-NATE" mark ("Trademarks");

WHEREAS, Assignee desires to acquire Assignor's rights in the Trademarks; and

WHEREAS, Assignee has fulfilled his obligations in the Settlement Agreement between the Parties dated August 5, 2016.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

1. Assignment. Assignor hereby irrevocably grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest (including, but not limited to, common law rights), if any, in and to the Trademarks, including all protectable elements which are proprietary to the Assignor, if any, in the United States, and all actions and causes of action and rights to damages and profits, due or accrued, relating to the foregoing, in the United States.
2. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
3. Liability. RTC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF INTELLECTUAL PROPERTY CLAIMS, ISSUED OR PENDING. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY RTC THAT THE PRACTICE BY LICENSEE OR SUBLICENSEES OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE INTELLECTUAL PROPERTY OF THIRD PARTIES. IN NO EVENT SHALL THE MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING, RTC, MSU, THE TRUSTEES, OR ANY OFFICERS, AGENTS OR EMPLOYEES THEREOF BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOSS OF PROFITS, REGARDLESS OF WHETHER RTC SHALL BE ADVISED OF, SHALL OTHERWISE HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY THEREOF.

4. Governing Law. This Assignment shall be governed by the laws of the State of Mississippi, without regard to principles of conflicts of laws thereof.

5. Enforceability. If any provision of this Assignment shall be held to be invalid, illegal or unenforceable, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

6. No Waiver. No delay or omission by either party in exercising any right under the Assignment will operate as a waiver of such rights or any other right.

7. Entire Agreement. This Assignment constitutes the complete and entire agreement between the parties with respect to the Materials, and supersedes all other previous communications, oral or written, and all other communications between them relating to the subject matter hereof.

8. Copies. Signed copies of this agreement are acceptable as originals. This Assignment may be signed in any number of counterparts.

9. Authority. Each Party represents it has the full power and authority to enter into and perform this Assignment and the person signing this Assignment on behalf of each Party has been properly authority and empowered to enter into this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

MSU Research and Technology Corporation

Justin Mitchener


By: Julie Jordan, President


By: Justin Mitchener

Date: 6/14/21

Date: 6/14/21