

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689500

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900651990		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyFuelUp LLC		08/25/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Social Nosh LLC		
Street Address:	2820 S Alma School Rd Ste 18-199		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85286		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86363796	MYFUELUP	
Serial Number:	86240063	MYFUELUP	
Serial Number:	86363770	WHAT'S YOUR OCTANE?	
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>			
Email:	michael.t.vento@gmail.com		
Correspondent Name:	Michael Vento		
Address Line 1:	1827 W Canary Way		
Address Line 4:	Chandler, ARIZONA 85286		
NAME OF SUBMITTER:	Michael Vento		
SIGNATURE:	/Michael Vento/		
DATE SIGNED:	11/20/2021		
Total Attachments: 8			
source=MYFUELUP_SOCIALNOSH_ASSIGNMENT_OF_TRADEMARK#page1.tif			
source=SN_MFU_Asset_Purchase_Notarized#page1.tif			
source=SN_MFU_Asset_Purchase_Notarized#page2.tif			
source=SN_MFU_Asset_Purchase_Notarized#page3.tif			

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source=SN_MFU_Asset_Purchase_Notarized#page6.tif
source=SN_MFU_Asset_Purchase_Notarized#page7.tif

Assignment of Trademark

Whereas

MYFUELUP LLC

, is the owner of Trademark application/registration serial numbers
86363796, 86240063, and 86363770.

Whereas,

SOCIAL NOSH LLC

_____ is desirous of
acquiring said trademark application/registration serial numbers
86363796, 86240063, and 86363770.

Now therefore good and valuable consideration I, Michael Vento
(owner - MYFUELUP LLC) hereby assign the entire interest and goodwill of
the business to SOCIAL NOSH LLC.

Signature

Michael Vento

date 08/25/2021

ASSET PURCHASE AGREEMENT

I. **THE PARTIES.** This Asset Purchase Agreement ("Agreement"), made this **August 25, 2021** between the following parties:

Buyer: SOCIAL NOSH LLC with a mailing address of **1846 E. Innovation Park Dr Ste 100**, City of **Oro Valley**, State of **Arizona**, ("Buyer"),

AND

Seller: MYFUELUP LLC with a mailing address of **1846 E. Innovation Park Dr Ste 100**, City of **Oro Valley**, State of **Arizona**, ("Seller").

When both the Buyer and Seller are mentioned collectively, they shall be known as the "Parties."

II. **TANGIBLE ASSETS.** As part of this of this Agreement, the Buyer agrees to buy while the Seller agrees to sell: (check one)

- **No Tangible Assets.**
- **Tangible Assets** as described:

<u>Description of Tangible Asset(s)</u>	<u>Price (\$)</u>
• All MyFuelUp promotional materials remaining (business cards, shirts/hats, trade show displays)	5.00

III. **INTANGIBLE ASSETS.** As part of this of this Agreement, the Buyer agrees to buy while the Seller agrees to sell: (check one)

- **No Intangible Assets.**
- **Intangible Assets** as described (see **Appendix A** for additional details):

<u>Description of Intangible Asset(s)</u>	<u>Price (\$)</u>
• "MyFuelUp" Word Trademark, "MyFuelUp" Logo Trademark and "What's Your Octane?" Word Trademark	1.00
• MyFuelUp LLC GoDaddy account and all GoDaddy account assets including domain names registered	1.00
• All MyFuelUp LLC Photography/Graphic Design Assets	1.00
• All MyFuelUp LLC web and mobile applications/code	1.00
• All MyFuelUp LLC Social media accounts and social media assets	1.00

The Tangible Assets in Section II and the Intangible Assets of Section III shall be collectively known as the "Assets."

IV. **PURCHASE PRICE.** The purchase price of the Assets is **\$10** ("Purchase Price").

V. **DEPOSIT.** As part of this Agreement: (check one)

- A deposit by the Buyer is **Not Required.**
- A deposit is **Required** in the amount of \$ _____ ("Deposit").



The Deposit shall be: (check one)

- **Non-Refundable** except in the case of Section XV(b).

- **Refundable** within the Inspection Period mentioned in Section VI or in the case of Section XV(b).

VI. INSPECTION. The Parties agree that there: (check one)

- **SHALL BE** an Inspection Period. The Buyer shall have a period of ____ days to review the Assets and shall have the option to terminate this Agreement for any reason. If terminated, the Buyer shall have no obligations to perform under this Agreement and any refundable Deposit shall be returned to the Buyer within five (5) days ("Inspection Period").

- **SHALL NOT** be an Inspection Period.

VII. PAYMENT. The Purchase Price shall be paid in the following manner: (check one)

- To be paid at **Closing**, less any Deposit paid in Section V.

- To be paid with **Owner Financing** provided by the Seller in accordance with the following payment structure:

VIII. FINANCING. This Agreement is: (check one)

- **Not Contingent** on the Buyer obtaining financing. The Buyer must provide proof of funds within 7 days from the Effective Date of this Agreement.

- Contingent on the **Buyer's ability to obtain financing from a 3rd party.**

- Contingent on the **Buyer's ability to obtain financing from the Seller.** The Buyer has ____ days to obtain approval from the Seller.

IX. APPROVAL OF 3RD PARTY. For the Assets to be sold, there is: (check one)

- **No Requirement** for consent or approval from any 3rd party.

- **Requirement** for consent or approval to sell the Assets by:

X. CLOSING. This transaction shall be closed on August 26, 2021 at 5:00 AM PM or earlier at an agreed upon location by the Parties. ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller.

a.) **Closing Costs.** All costs associated with the Closing shall be the responsibility of: (check one)

- Buyer

- Seller

- Both Parties bearing their own expenses.

XI. SELLER'S REPRESENTATIONS. The Seller covenants and represents the following:

a.) **Fiduciary Duty.** The Seller agrees that during the purchase process to hold a fiduciary duty in the best interests of the Buyer. The Seller shall in no way conduct any action that would disrupt the on-going status of the Assets' value or condition. This obligation shall continue until the Closing.

- b.) **Rights and Ownership.** Seller makes the claim that they are the sole owner of the Assets with full rights to sell as stated in this Agreement. No other person has any claim, right, title, interest, or lien in, to, or on the Assets.
- c.) **Outstanding Liabilities.** The Seller has no outstanding liabilities, liens, judgments, or obligations that directly or indirectly affect the Assets.
- d.) **Taxes.** Seller claims that all taxes related to the Assets have been paid-in-full.
- e.) **Insurance.** If there is any insurance on the Assets, the Seller agrees to provide the Buyer with a copy of the current insurance policy, if any, to the Buyer within a reasonable time period. The Buyer has the option to assume the policy subject to the insurer's approval.
- f.) **Outstanding Suits.** There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Seller, threatened against or involving the Seller or brought by the Seller or affecting any of the Assets at law or in equity or admiralty or before any Federal, State, Municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending during the preceding date hereof.

XII. PARTIES' REPRESENTATIONS. The Parties represent and agree to the following:

- a.) **Compliance with Agreement.** The representations and warranties of the Seller contained in this Agreement or any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the Closing as though such representations and warranties were made at and as of such date, except if such representations and warranties shall be true as of such date.
- b.) **Injunction.** On the day of Closing, there shall be no effective injunction, writ, preliminary restraining order, or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not to be consummated as herein provided.
- c.) **Buyer's Approval.** All actions, proceedings, instruments, and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by counsel for the Buyer.
- d.) **Casualty.** The Assets, or any substantial portion thereof, shall not have been adversely affected in any material way as a result of any fire, accident, flood, or other casualty or act of God or public enemy, nor shall any substantial portion of the purchased property have been stolen, taken by eminent domain, or subject to condemnation. If the Closing occurs hereunder despite such casualty as a result of the waiver of this condition by the Buyer, the Seller shall assign or pay over to the Buyer the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the Assets that occur after the date hereof.
- e.) **Adverse Change.** Between the date of this Agreement and the Closing, there shall be no material adverse change of the Assets.

XIII. SELLER'S INDEMNIFICATION. The Seller agrees to jointly and severally indemnify and hold the Buyer, and assigns, harmless from any and all claims of any nature whatsoever, including without limitation:

- a.) **Claims.** Tort claims and claims made by creditors; and
- b.) **Taxes.** Claims that may be made hereinafter on account of Federal and State taxes, including, but not limited to, sales taxes, franchise taxes, unemployment taxes, Social Security taxes, excise taxes, and any other taxes of any nature or form on account of the Buyer ending on and accruing up to the Closing.

XIV. ACCESS TO INFORMATION: After the execution of this Agreement, the Buyer shall have full access to any and all information in reference to the Assets. The Buyer shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Seller gives their written consent.

XV. TRANSFER OF ASSETS. The Seller makes the following covenants to the Buyer:

- a.) **Title.** A bill of sale shall be delivered at the Closing that shall transfer all the Assets mentioned in this Agreement and free and clear of all encumbrances. The Seller shall include any and all certificates and titles with the transfer of the Assets to be placed in the name of the Buyer or in a name the Buyer suggests.
- b.) **Period Until Closing.** Until the Closing, the Seller assumes all risk of loss, damage, or destruction to the Assets subject to this Agreement until the Closing. If the Assets are damaged or lost prior to the Closing that their valuation is affected, the Seller agrees to negotiate, in good faith, a reasonable reduction in the Purchase Price due to such loss. The Parties shall have 7 days to negotiate such loss of value or this Agreement shall be considered void with any Deposit made by the Buyer to be refunded.

XVI. RETURN OF MATERIALS. Any information that is obtained by the Buyer through the Seller shall be returned if there is no Closing.

XVII. MEDIATION AND ARBITRATION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Maricopa County, State of Arizona. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in Maricopa County, State of Arizona under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XVIII. CONFIDENTIALITY. All negotiations regarding the Assets between the Buyer and Seller shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the Parties and necessary third (3rd) parties. No press, or other public releases, will be issued to the general public concerning the Assets without the mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

XIX. CURRENCY. All mentions of money or the usage of the "\$" icon shall be known as referring to the US Dollar.

XX. GOVERNING LAW. This Letter of Intent shall be governed under the laws by the State of Arizona.

XXI. SEVERABILITY. In case any provision or wording in this Letter of Intent shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

SELLER

Seller's Signature Michael Vento Date 8/25/21

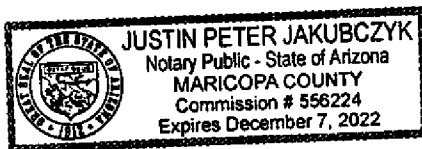
Print Name Michael Vento, Majority Owner, MYFUELUP LLC

BUYER

Buyer's Signature Michael Vento Date 8/25/21

Print Name Michael Vento, Majority Owner, SOCIAL NOSH LLC

State of Arizona
 County of Maricopa
 Subscribed and sworn (or affirmed) before me this 25th day of August, 2021
 (Signature)
 Notary Public




TRADEMARK

REEL: 007490 FRAME: 0046

Appendix A

Intangible Assets - Additional Details

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	86363796	4719576	MYFUELUP	TSDR	LIVE
2	86240063	4683957	MYFUELUP	TSDR	LIVE



Word Mark MYFUELUP
Goods and Services IC 009 US 021 023 026 036 038 G & S Computer application software for scientific instrumentation through use on computers, hand held devices, tablets, and mobile devices, namely, software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. Computer software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. Downloadable software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. FIRST USE 20140309 FIRST USE IN COMMERCE 20150309

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 17 07 03 - Gauges, Gauges auto compression, Gauges speedometer, Gauges tachometer, Oil pressure gauges, Pressure gauges automobile, Speedometers, Tachometers, Thermometers
Serial Number 86363796
Filing Date August 12, 2014
Current Basis 1A
Original Filing Basis 1A
Published for Opposition January 27, 2015
Registration Number 4719576
Registration Date April 14, 2015
Owner (REGISTRANT) MyFuelUp LLC LIMITED LIABILITY COMPANY ARIZONA 825 N. Laredo Blvd Gilbert ARIZONA 85233
Attorney of Record Damon Helmer
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the word "myfuelup" in stylized font with a fuel pump icon above the word "fuel" that flows from the bottom of the design mark.
Type of Mark TRADEMARK
Register PRINCIPAL
Attorney Fee SECT 8 (6-YR)
Live/Dead Indicator LIVE

MyFuelUp

Word Mark MYFUELUP
Goods and Services IC 009 US 021 023 026 036 038 G & S Computer application software for scientific instrumentation through use on computers, hand held devices, tablets, and mobile devices, namely, software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. Computer software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. Downloadable software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. FIRST USE 20140309 FIRST USE IN COMMERCE 20150309

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86240063
Filing Date April 2, 2014
Current Basis 1A
Original Filing Basis 1A
Published for Opposition August 19, 2014
Registration Number 4683957
Registration Date February 10, 2015
Owner (REGISTRANT) MyFuelUp LLC LIMITED LIABILITY COMPANY ARIZONA 825 N. Laredo Blvd Gilbert ARIZONA 85233
Attorney of Record Damon Helmer
Type of Mark TRADEMARK
Register PRINCIPAL
Attorney Fee SECT 15 SECT 8 (6-YR)
Live/Dead Indicator LIVE

What's Your Octane?

Word Mark WHAT'S YOUR OCTANE?
Goods and Services IC 009 US 021 023 026 036 038 G & S Computer application software for scientific instrumentation through use on computers, hand held devices, tablets, and mobile devices, namely, software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. used as metaphor for the quality of food eaten. Computer software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. used as metaphor for the quality of food eaten. Downloadable software for measuring appropriate food quantities and portions for adults through use of an algorithmic code in order to make effective and efficient daily food nutritional decisions. used as metaphor for the quality of food eaten. FIRST USE 20140309 FIRST USE IN COMMERCE 20140309

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86363770
Filing Date August 12, 2014
Current Basis 1A
Original Filing Basis 1A
Published for Opposition January 6, 2015
Registration Number 4726168
Registration Date March 24, 2015
Owner (REGISTRANT) MyFuelUp LLC LIMITED LIABILITY COMPANY ARIZONA 825 N. Laredo Blvd Gilbert ARIZONA 85233
Attorney of Record Damon Helmer
Type of Mark TRADEMARK
Register PRINCIPAL
Attorney Fee SECT 8 (6-YR)
Live/Dead Indicator LIVE



My Domains

10 domains |

myfuelupapp.com is a great fit for you **Buy Domain** Search for another domain

Details	Estimated value (USD)	Next Steps	Auto-Renewal	Protection Plan
myfuelup.app <small>Renews on 2/17/2021</small>	Less than \$100 List for Sale		Auto-renew is on Renew Now	Full Protection Manage
myfuelup.com <small>Renews on 1/27/2021</small>	\$1,243 List for Sale		Auto-renew is on Renew Now	Ultimate Security Downgrade
socialchef.app <small>Renews on 2/17/2021</small>	Less than \$100 List for Sale		Auto-renew is on Renew Now	Full Protection Manage
socialnosh.app <small>Renews on 2/17/2022</small>	Less than \$100 List for Sale	Use my domain	Auto-renew is on Renew Now	Full Protection Manage
thesocialnosh.com <small>Renews on 2/17/2022</small>	\$1,155 List for Sale	Use my domain	Auto-renew is on Renew Now	Basic Privacy Upgrade



BANK OF AMERICA

Customer Receipt

All items are subject to verification, subtraction, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions reserved after the Bank's posted cut-off time on Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America. Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

Trans 00078 03/25/2021 13:09
Entity 002 00 0000000 11# 00000
Account 000000000000
R/T# 540000137
Deposit \$10.00

Member FDIC
95-14-30033 03-2019

UnRef 2506780181332009181