

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722930

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the assignor to Viva 5, LLC instead of Viva 5 Corporation previously recorded on Reel 007321 Frame 0553. Assignor(s) hereby confirms the assignment of entire interest and goodwill. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VIVA 5, LLC | | 06/07/2021 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Fraily, LLC | | |
| Street Address: | 8 The Green, Suite A | | |
| City: | Dover | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19901 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88865579 | FRUILY | |
| 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: | 9545074500 | | |
| Email: | info@johnsondalal.com | | |
| Correspondent Name: | Mark C. Johnson | | |
| Address Line 1: | 111 North Pine Island Road, Suite 105 | | |
| Address Line 4: | Plantation, FLORIDA 33324 | | |
| NAME OF SUBMITTER: | MARK C. JOHNSON | | |
| SIGNATURE: | /Mark C. Johnson/ | | |
| DATE SIGNED: | 04/21/2022 | | |
| Total Attachments: 4 | | | |
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| source=Worldwide Trademark Agreement - Viva 5 LLC#page1.tif | | | |
| source=Worldwide Trademark Agreement - Viva 5 LLC#page2.tif | | | |

OP \$40.00 88865579

WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT

This Worldwide Assignment Agreement ("ASSIGNMENT") is between Viva 5, LLC, an entity registered in Florida ("ASSIGNOR"), and Fruily, LLC, an entity registered in Delaware, located at 8 The Green, Suite A, Dover, DE 19901 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the below formative trademarks ("the Marks"), including, but not limited to, those embodied and identified in:

U.S. Trademark Serial No. 88865579, filed April 9, 2020: (FRUILY); and

International Trademark Registration No. 1561506: (FRUILY);

The Marks also include the goodwill of the business symbolized thereby in connection with the goods and services with which the Marks is or will be used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of her rights, titles, and interests in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE any and all of ASSIGNOR's rights, titles, interests of whatever kind in and to the Marks (including foreign and domestic rights), together with: (1) the goodwill of the business relating to the goods and services in respect upon which the Marks is used or will be used and which are identified above; (2) all income, royalty, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

ASSIGNOR further covenants that it is the lawful owner of the Marks, that upon information and belief the same is unencumbered, free and clear of all liens, and not subject to any claims of ownership, that there are no pending claims of infringement, and that ASSIGNOR has full right to make this ASSIGNMENT.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this ASSIGNMENT, as of the date written below.

Viva 5, LLC (of Florida)

Signature: Brian Baer

Date: 6/7/21

Print Name: Brian Baer

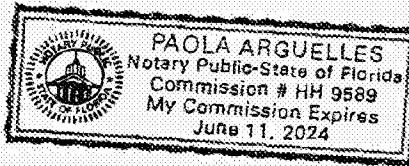
STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, the undersigned authority, personally appeared Brian Baer, known to me or who produced _____ as identification, and who upon oath deposes and says that the statements and signature contained herein are true and correct to the best of his/her knowledge and belief.

SWORN TO and subscribed before me on this 7th day of June, 2021.

Paola Arguelles
Notary Public

My Commission Expires:



To be complete and acknowledge the obligations of ASSIGNOR, ASSIGNEE also executes the ASSIGNMENT as of the date written below.

FRUITLY, LLC (of Delaware)

Signature: _____

Date: _____

Print Name: _____

Title: _____

STATE OF Florida

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Brian Beer known to me or who produced _____ as identification, and who upon oath deposes and says that the statements and signature contained herein are true and correct to the best of his/her knowledge and belief.

SWORN TO and subscribed before me on this 9th day of June, 2021.

Paola Arguelles
Notary Public

My Commission Expires: _____

