

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739174

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900684073		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lief Organics, LLC		03/23/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lief Raws LLC		
Street Address:	28903 Avenue Paine		
City:	Valencia		
State/Country:	CALIFORNIA		
Postal Code:	91355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90030194	FLOLÍ	
Serial Number:	90152546	OATZI	
Serial Number:	90152549	OATZI	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<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:	404-873-8500		
Email:	trademarks@agg.com		
Correspondent Name:	Anuj Desai Arnall Golden Gregory LLP		
Address Line 1:	171 17th Street NW, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	38056.5		
NAME OF SUBMITTER:	Anuj Desai		
SIGNATURE:	/Anuj Desai/		
DATE SIGNED:	07/06/2022		
Total Attachments: 3			
source=Updated Assignment Document#page1.tif			

source=Updated Assignment Document#page2.tif

source=Updated Assignment Document#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 23, 2022 is made by Lief Organics, LLC (“**Assignor**”), a California limited liability company, located at 28903 Avenue Paine, Valencia, California 91355, in favor of Lief Raws LLC (“**Assignee**”), a Delaware limited liability company, located at 28903 Avenue Paine, Valencia, California 91355.

WHEREAS, Assignor is the owner of the trademarks and trademark applications set forth on Schedule A below, and incorporated herein by reference (the “**Marks**”);

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee the Marks, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office; and

WHEREAS, the parties desire to enter into this Trademark Assignment to affect the transfer of all right, title, and interest in and to the Marks to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the Marks, including, without limitation, all registrations, renewals, issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A, the transfer of such applications accompanies the transfer of Assignor’s business, or that portion of the business to which each such trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by 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 Trademark Assignment.

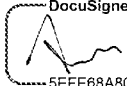
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

AGREED TO AND ACCEPTED:

LIEF ORGANICS, LLC

DocuSigned by:

By: _____
Name: Adel Villalobos
Title: CEO

LIEF RAWLS LLC


DocuSigned by:

By: _____
Name: Nathan Cox
Title: CBO

SCHEDULE A

Assigned Trademarks

Trademarks and Trademark Applications

Mark	USPTO Application Serial Number
FLOLI	90030194
OATZI	90152546
OATZI stylized mark 	90152549