

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/28/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Somm Says LLC		07/01/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Somm Says Inc.		
Street Address:	1550 Larimer Street		
Internal Address:	Ste 510		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90279218	SOMM SAYS	
Serial Number:	90376301	SOMM SAYS	
Serial Number:	90976275	SOMM SAYS	
Serial Number:	90382837	TIME VINE	
Serial Number:	90382814	FLAVOR WAVE	
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:	303-396-0270		
Email:	christina@saunders-saunders.com		
Correspondent Name:	Christina Saunders		
Address Line 1:	PO BOX 680699		
Address Line 4:	Park City, UTAH 84068		
NAME OF SUBMITTER:	Christina Saunders		
SIGNATURE:	/Christina Saunders/		
DATE SIGNED:	07/01/2022		

OP \$140.00 90279218

Total Attachments: 2

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NUNC PRO TUNC

TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT ("**Trademark Assignment**"), is entered into on July 1, 2022, nunc pro tunc *to be* effective as of December 28, 2020 ("**Effective Date**"), by Somm Says LLC ("**Assignor**"), a Colorado limited liability company, and Somm Says Inc. ("**Assignee**"), a Delaware corporation.

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 all of Assignor's right, title, and interest in and to the following:

(a) the trademark applications and registrations set forth below and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

Mark	Serial Number
SOMM SAYS	90279218
SOMM SAYS	90376301
SOMM SAYS	90976275
TIME VINE	90382837
FLAVOR WAVE	90382814

(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 Assignor. 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademark 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 facsimile, 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.

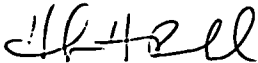
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment to effective as of the Effective Date set forth above.

ASSIGNOR:

SOMM SAYS LLC

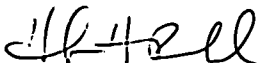


Hunter Rudd, Managing Member

ACCEPTED:

ASSIGNEE

SOMM SAYS INC.



Hunter Rudd, President