

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce Enterprises Inc.		03/01/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	COMMERCE ENTERPRISES PTY LTD		
Street Address:	73/8 Gardiner		
City:	NT		
State/Country:	AUSTRALIA		
Postal Code:	0800		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6232005	FRESHWHIP	
Registration Number:	6794421	FRESHWHIP	
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:	legal@quickwhip.com.au		
Correspondent Name:	COMMERCE ENTERPRISES		
Address Line 1:	7950 NW 53rd Street, Suite 337		
Address Line 4:	Miami, FLORIDA 33166		
DOMESTIC REPRESENTATIVE			
Name:	Michael Banks		
Address Line 1:	7950 NW 53rd Street, Suite 337		
Address Line 4:	Miami, FLORIDA 33166		
NAME OF SUBMITTER:	Michael Banks		
SIGNATURE:	/MB/		
DATE SIGNED:	03/11/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Commerce Enterprises Inc., of 7950 NW 53rd St, Suite 337 Miami, FLORIDA UNITED STATES 33166 a registered company in USA,(the "**Assignor**") of the one part; AND

COMMERCE ENTERPRISES PTY LTD., a registered company in Australia located at NT 73/8 Gardiner , St DARWIN AUSTRALIA 0800 (the "**Assignee**") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademarks mentioned in the below table, Trademark Name *FreshWhip* (the "Trademark") in the countries specified under column 1 of the below table (the "Territory") of which the particulars are set forth as follows:

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark in accordance

Trademark Details for Assignment

Countries	Trademark	App/Reg No.	Classification
USA	FreshWhip	6232005	7
USA	FreshWhip	6794421	9

with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of **\$100** US dollar (One hundred and Fifty US Dollars) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged).
2. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest of the Trademarks for the countries mentioned under column 1 of the table above, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations in any country globally based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

3. Assignor authorizes the Intellectual Property offices and other empowered officials of the designated IPO offices to record the transfer of the Trademark registration to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.
4. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territories and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

5. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
6. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of each territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
7. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of United States and Australia.
8. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
9. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
10. Both companies have retained the office of United Legal Experts, to change the ownership of the above mentioned trademarks in all territories mentioned under column 1.

11. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 01 day of March, year 2023.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature:  _____

Signature:  _____

By: Commerce Enterprises Inc

By: Commerce Enterprises Pty Ltd

Title: CEO- Michael Banks

Title: CEO - Michael Banks