

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827866

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900787642		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Not My Mama's, LLC		02/15/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	DeMert Brands, LLC		
Street Address:	15402 N. Nebraska Ave.		
Internal Address:	Suite 102		
City:	Lutz		
State/Country:	FLORIDA		
Postal Code:	33549		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5979232	NOT MY MAMA'S	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<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:	8132237000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	Eleanor M. Yost		
Address Line 1:	P.O. Box 3239		
Address Line 2:	IP Dept.		
Address Line 4:	Tampa, FLORIDA 33601		
NAME OF SUBMITTER:	Eleanor M. Yost		
SIGNATURE:	/Eleanor M. Yost/		
DATE SIGNED:	07/28/2023		
Total Attachments: 4			
source=TM Assignment - Demert#page1.tif			
source=TM Assignment - Demert#page2.tif			

source=TM Assignment - Demert#page3.tif

source=TM Assignment - Demert#page4.tif

EXHIBIT B

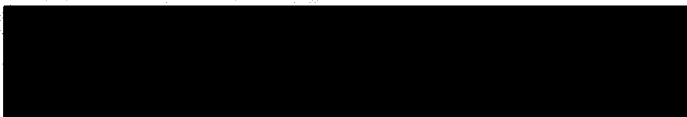
FORM OF "TRADEMARK ASSIGNMENT AGREEMENT"

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 31, 2023, is made by and between DeMert Brands, LLC ("DeMert" or "Assignee"), a Florida limited liability company, having an address located at 15402 N. Nebraska Ave., Suite 102, Lutz, Florida 33549, and Not My Mama's, LLC ("NMM" or "Assignor"), a Florida limited liability company, having an address located at 107 NW 15th Street, Delray Beach, Florida 33444 (together the "Parties" and each a "Party").

WHEREAS, under the terms of that certain Confidential Settlement Agreement entered into by the Parties dated as of January 31, 2023 (the "Settlement Agreement"), Assignor has conveyed, transferred, and assigned to Assignee, certain trademark assets of Assignor, and Assignor has agreed to execute and deliver this confirmatory Trademark Assignment to Assignee, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;


NOW THEREFORE, Assignor agrees 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 all of Assignor's right, title, and interest in and to the following:
 - a. the trademark assets set forth on Schedule 1 hereto 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;
 - 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,



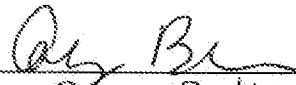
including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and 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 and the officials of corresponding entities or agencies in any applicable jurisdictions 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. Terms of the Settlement Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.
4. Electronic Delivery. 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.
5. 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.

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

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment effective January 31, 2023.

Not My Mama's, LLC

By: 
Name: Cory Bellis
Title: Founder + CEO
Date: 2/15/2023

Schedule 1 to Trademark Assignment Agreement

List of Assigned Marks

NOT MY MAMA'S [word and design/device(s)]

United States Trademark Registration No. 5,979,232, filed Nov. 14, 2018,
registered Feb. 04, 2020

NOT MY DAD'S [word and design/device(s)]

NOT MY DAD'S BY NOT MY MAMA'S

All common law, state, federal, and similar rights associated with any of the foregoing anywhere in the world

All goodwill of the business associated with any of the foregoing