

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Natures Treats LLC		11/30/2023	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nature's Intent LLC		
<b>Street Address:</b>	525 Route 73N		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Marlton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08053		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5415889	NATURE'S INTENT	
<b>Serial Number:</b>	97651155	SMART CLUSTERS	
<b>Registration Number:</b>	5232865	NATURE'S INTENT	
<b>Registration Number:</b>	5559567	NATURE'S INTENT	
<b>Serial Number:</b>	88066330	INGREDIENTS YOU TRUST. FOOD YOU LOVE.	
<b>Registration Number:</b>	5798795	N	
<b>Registration Number:</b>	4868522	NATURE'S INTENT	
<b>Registration Number:</b>	6235529	AVOMEGA	
<b>Registration Number:</b>	6309375	NATURE'S INTENT	
<b>Registration Number:</b>	6349597	SENSIBLE NOODLE	
<b>Registration Number:</b>	6384263	NATURE'S INTENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2125001515		
<b>Email:</b>	pto@sillscummis.com		
<b>Correspondent Name:</b>	STANLEY SEURADGE		

CH \$290.00 5415889

**Address Line 1:** c/o Sills Cummis & Gross P.C.  
**Address Line 2:** 101 Park Avenue  
**Address Line 4:** New York, UNITED STATES 10178

**NAME OF SUBMITTER:** STANLEY SEURADGE

**SIGNATURE:** /Stanley Seuradge/

**DATE SIGNED:** 12/20/2023

**Total Attachments: 5**

source=Nature's Intent\_Natures Treats - IP Assumption and Assignment Agreement Executed#page1.tif  
source=Nature's Intent\_Natures Treats - IP Assumption and Assignment Agreement Executed#page2.tif  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is dated as of November 30, 2023 by and between NATURES TREATS LLC, a New Jersey limited liability company (“Assignee”) and NATURE’S INTENT LLC, a Delaware limited liability company (“Assignor”).

WHEREAS, the Assignor is a party to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and between Assignor and Assignee. Pursuant to the Purchase Agreement, the Assignor agreed to sell, and Assignee agreed to purchase the Acquired Assets (as such term is defined in the Purchase Agreement). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, and its successors and assigns, to have and hold forever, its entire right, title and interest in and to all Intellectual Property owned by Assignor and all of Assignor’s rights to use such Intellectual Property, including without limitation the domain names, social medial accounts, trademarks and service marks listed in the attached Annex A (hereinafter called “Assignor Assets”), together with the goodwill connected with and symbolized by the Assignor Assets, and any registrations and applications for registration of any of the Assignor Assets and any renewals or extensions of any of the foregoing, together with all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for registration for any of the Assignor Assets, the right to claim priority in connection with any of the Assignor Assets pursuant to international law or international conventions, all causes of action Assignor may have for past, present or future infringement of any of the Assignor Assets and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of any of the Assignor Assets, the same to be held and enjoyed by Assignee to the full end of the term for which said trademarks or service marks are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights of actions to sue for past, present and future infringement thereof, including the right to collect, receive and recover any damages, royalties, or settlements for such past, present and future infringements, all rights to seek and obtain injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries described in the Assignor Assets, subject to all existing encumbrances;

AND, for the same consideration, **Assignor covenants that** when requested, without charge to, but at the expense of the Assignee, to carry out in good faith the intent and purpose of this Assignment. The terms and conditions of this Assignment will inure to the benefit of Assignor, Assignee, and each party's successors and assigns and will be binding upon Assignor,

Assignee, and each party's successors and assigns.

This Assignment is in accordance with and is subject to the terms of the Purchase Agreement. Nothing contained herein shall be deemed to supersede, enlarge on, limit or modify any of the obligations, agreements, covenants or warranties of Assignor contained in the Purchase Agreement. If any conflict or other difference exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first above written.

**ASSIGNOR:**

NATURE'S INTENT LLC

DocuSigned by:  
*Don Demato*  
By E27E78BAD406495  
Name: Don Demato  
Title: CEO

**ASSIGNEE:**

NATURES TREATS LLC

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first above written.

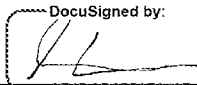
**ASSIGNOR:**

NATURE'S INTENT LLC

By \_\_\_\_\_  
Name: Don Demato  
Title: CEO

**ASSIGNEE:**













NATURES TREATS LLC

By  \_\_\_\_\_  
Name: Abe Weinberger  
Title: cfo

## Annex A

### Intellectual Property

#### Trademarks

Literal Element	Marked Title	Image	Status	Application Number	Registration Number	Class Numbers	App. Date/Filing Date	Reg. Date/Issue Date	Class Descriptions
NATURE'S INTENT	NATURE'S INTENT		Registered - Principal Register	87485276	5483889	31	05/11/2017	08/08/2018	031 - Unprocessed grains First use: 9/1/2014 Use in commerce: 9/1/2014
SMART CLUSTERS	SMART CLUSTERS		New application received by USPTO	97651155		30	10/27/2022		030 - Chocolates and chocolate-based ready-to-eat candies and snacks
NATURE'S INTENT	NATURE'S INTENT		Registered - Principal Register	86128106	5212865	29, 30	11/25/2013	06/27/2017	029 - Dried fruits, fruit based snack foods First use: 3/1/2017 Use in commerce: 3/1/2017
NATURE'S INTENT	NATURE'S INTENT		Registered - Principal Register	87678953	5559567	30	11/08/2017	09/11/2018	030 - Chocolates, chocolate covered dried fruits 030 - Pasta, Pasta and noodles; Dried pasta First use: 9/30/2017 Use in commerce: 9/30/2017
INGREDIENTS YOU TRUST. FOOD YOU LOVE.	INGREDIENTS YOU TRUST. FOOD YOU LOVE.		Registered - Principal Register	88066330	5720694	29, 30, 31	08/06/2018	04/09/2019	029 - Dried fruits, fruit based snack foods; First use: 2/25/2017 Use in commerce: 2/25/2017
N	N Logo		Registered - Principal Register	88194884	5798795	29, 30, 31	11/15/2018	07/09/2019	030 - Chocolates, chocolate covered dried fruits, pastas and 029 - Dried fruits, fruit based snack food First use: 9/30/2016 Use in commerce: 9/30/2016
NATURE'S INTENT	NATURE'S INTENT		Section 8 and 15 declarations accepted	86977718	4668522	31	11/25/2013	12/08/2015	030 - Chocolates and chocolates; Chocolate confections; Pasta; 031 - Unprocessed edible seeds; Raw popcorn (unprocessed kernels) First use: 7/1/2013 Use in commerce: 7/1/2013
AVOMEGA	AVOMEGA		Registered - Principal Register	88918197	6235529	29	05/15/2020	12/29/2020	029 - Oils for food First use: 9/7/2020 Use in commerce: 9/7/2020
NATURE'S INTENT	NATURE'S INTENT		Registered - Principal Register	88028062	6399375	30	07/06/2018	03/03/2021	030 - Cooked rice; prepared meals consisting primarily of pasta or
SENSIBLE NOODLE	SENSIBLE NOODLE		Registered - Principal Register	88849999	6349597	30	03/19/2020	05/11/2021	030 - Noodles First use: 2/28/2021 Use in commerce: 2/28/2021
NATURE'S INTENT	NATURE'S INTENT		Registered - Principal Register	90037562	6384263	30	07/06/2020	06/15/2021	030 - Pancake mixes First use: 5/25/2020 Use in commerce: 5/25/2020
NATURE'S INTENT	NATURE'S INTENT		Registered	3541795	TM9494728	29, 30, 31	09/03/2013	08/29/2016	NICE Classes 029 - Meats and processed foods

#### Domain Names

<https://natures-intent.com/>

#### Social Media Accounts

[https://www.instagram.com/natures\\_intent\\_foods/](https://www.instagram.com/natures_intent_foods/)

<https://www.facebook.com/NaturesIntentFoods>

[https://www.amazon.com/stores/NaturesIntent/page/E0645B6A-6EE3-4811-925E-AA3EB1EF3ED3?ref=ast\\_bln](https://www.amazon.com/stores/NaturesIntent/page/E0645B6A-6EE3-4811-925E-AA3EB1EF3ED3?ref=ast_bln)