

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Smoothie Brands		12/29/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sunny Sky Products, LLC		
Street Address:	11747 Windfern Rd., Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3812295	100% CRUSHED	
Registration Number:	3087206	BIO BAR	
Registration Number:	3244953	CAFE ESSENTIALS	
Registration Number:	2216470	DR. SMOOTHIE	
Registration Number:	3214815	DR. SMOOTHIE	
Registration Number:	4358096	DR. SMOOTHIE CRUSHED	
Registration Number:	5692569	DR. SMOOTHIE REFRESHERS	
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:	714-279-9185		
Email:	dstewart@gtilaw.com		
Correspondent Name:	Dana Stewart-Mekdara		
Address Line 1:	505 S. Villa Real Drive, Suite 102		
Address Line 4:	Anaheim, CALIFORNIA 92807		
NAME OF SUBMITTER:	Dana Stewart-Mekdara		
SIGNATURE:	/Dana Stewart-Mekdara/		
DATE SIGNED:	01/24/2024		

OP \$190.00 3812295

Total Attachments: 2

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SALE, ASSIGNMENT AND TRANSFER AGREEMENT

THIS SALE, ASSIGNMENT AND TRANSFER (the "Assignment") is entered into and effective as of DECEMBER 29TH, 2023, by and between Dr. Smoothie Brands ("Assignor") with address at 1730 Raymer Ave., Fullerton, California 92883, United States of America, and Sunny Sky Products, LLC ("Assignee") with address at 11747 Windfern Rd., Suite 100, Houston, Texas 77064, United States of America, with reference to the following.

WHEREAS, Assignor has agreed to sell, transfer and assign to Assignee all of the Assignor's right, title and interest in and to the trademarks listed in Schedule A (hereinafter referred to as "the Marks"), together with the goodwill, anywhere in the world, and all registrations therefore, including (without limitation) United States Trademark Registrations listed in Schedule A:


NOW, THEREFORE, the parties agree as follows:

1. In consideration for the payment of One Dollar (US\$1.00), due and payable by Assignee to Assignor upon execution hereof, Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Mark anywhere in the world, and all registrations therefore, including (without limitation) the United States Trademark Registration Numbers listed in Schedule A, for the Assignee's own use and enjoyment, and representatives, together with, without limitation, all claims for damages by reason of unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment or for the use and enjoyment of its successors or other legal representatives.
2. In connection herewith, Assignor hereby covenants and agrees immediately to take all action necessary on the part of Assignor to vest in Assignee all right, title and interest in and to the Marks, including (without limitation) the recordation of this Assignment with the United States Patent and Trademark Office. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any instruments necessary to vest in Assignee all right, title and interest in and to the Mark, as provided hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignee's agent and attorney-in-fact, to act for and on Assignor's behalf and stead to execute and file any such instruments and to do all other lawfully permitted acts to further vest such right, title and interest in and to the Mark in Assignee with the same legal force and effect as if executed by Assignor.
3. Assignor warrants and represents that it has not previously assigned the Mark or licensed any interest thereon.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

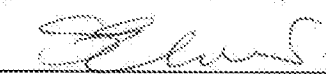
"ASSIGNOR"

(Dr. Smoothie Brands)

By: 

"ASSIGNEE"

(Sunny Sky Products, LLC)

By: 

SCHEDULE A

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER	REGISTRATION DATE
100% CRUSHED	USA	32	3812295	06/29/2010
BIO BAR	USA	29	3087206	05/02/2006
CAFE ESSENTIALS	USA	30	3244953	05/22/2007
DR. SMOOTHIE	USA	32	2216470	01/05/1999
DR. SMOOTHIE	USA	05	3214815	03/06/2007
DR. SMOOTHIE CRUSHED	USA	32	4358096	06/25/2013
DR. SMOOTHIE REFRESHERS	USA	32	5692569	03/05/2019
DR. SMOOTHIE	International Registration	32	IR997724	03/20/2009