# OP \$40.00 5033313

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM421402

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
P.L. Thomas & Co., Inc.		03/27/2017	Corporation: NEW JERSEY

### **RECEIVING PARTY DATA**

Name:	Nutriati, Inc.
Street Address:	800 East Leigh St., Suite 56
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219
Entity Type:	Corporation: VIRGINIA

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5033313	ARTESA

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: ip@bechenlaw.com

Correspondent Name: Bechen PLLC

Address Line 1: 9200 Forest Hill Ave., Suite 4-C
Address Line 4: Richmond, VIRGINIA 23235

NAME OF SUBMITTER:	timothy j bechen	
SIGNATURE:	/Timothy J. Bechen/	
DATE SIGNED:	03/28/2017	

**Total Attachments: 3** 

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> TRADEMARK REEL: 006020 FRAME: 0839

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

P.L. Thomas & Co., Inc., a corporation, located at 119 Headquarters Plaza, Morristown, NJ 07960 (the "Assignor"); AND

Nutriati, Inc., a corporation organized located at <u>800 East Leigh St., Suite 56, Richmond VA 23219</u> (the "Assignee").

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

WHEREAS, the Assignor is the listed owner for U.S. Trademark Registration No. 5,033,313 for the mark ARTESA ("ARTESA").

WHEREAS, the Assignee desires to acquire from the Assignor the mark ARTESA in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

- For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests, as well as goodwill associated therewith, to the mark ARTESA.
- 2. The Assignor shall furnish the Assignee with all necessary information, which may be required to perfect title of the mark ARTESA in the Assignee.
- 3. 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 Virginia.
- 4. 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.
- 5. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
- 6. 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.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on date executed herewith.

For and on behalf of the Assignor	For and on behalf of the Assignee	
Signature:	Signature:	
Name: Seth Flowerman Title: <u>Executive Vice President</u>	Name: Richard Kelly Title: CEO	
Date: March 27th, 2017	Date:	

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on date executed herewith.

For and on behalf of the Assignor	For and on behalf of the Assignee
Signature:	Signature: T. Jul D. Kell
Name:	Name: Richard Kelly
Title:	Title: CEO
Date:	Date: 3/28/2017

**RECORDED: 03/28/2017**