

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M SQUARED VENTURES, LLC		11/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LIMITLESS IP, LLC		
Street Address:	316 N. Elizabeth St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5226976	LIMITLESS	
Registration Number:	5129880	LIMITLESS COFFEE	
Registration Number:	5217736	LIMITLESS COFFEE AND TEA	
Registration Number:	5217737	LIMITLESS HIGH DEFINITION COFFEE & TEA	
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:	312-927-9542		
Email:	khwang@kshlawgroup.com		
Correspondent Name:	Karen S. Hwang, Esq.		
Address Line 1:	182 W. Lake St. Suite 1909		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Karen S. Hwang, Esq.		
SIGNATURE:	/khwang/		
DATE SIGNED:	11/08/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), dated as of November 8, 2017, is made by M SQUARED VENTURES, LLC (the "Assignor"), a Delaware limited liability company having an address of 71 W. Hubbard St. #2702, Chicago, Illinois 60654, in favor of LIMITLESS IP, LLC (the "Assignee"), a Delaware limited liability company having an address of 316 N. Elizabeth St., Chicago, Illinois 60607. The Assignor and Assignee may hereinafter be collectively referred to as the "Parties".

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In exchange 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 trademarks (the "Assigned Trademarks") with the registration certificates attached in EXHIBIT A, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a)	<u>Marks</u>	<u>Registration Numbers</u>
	LIMITLESS	52/26,976
	LIMITLESS COFFEE	51/29,880
	LIMITLESS COFFEE & TEA	52/17,736
	LIMITLESS HIGH DEFINITION COFFEE & TEA	52/17,737

(b) registrations of all internet domain names, including but not limited to the domain name <https://limitlesscoffee.com>, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party (the "Licenses");

(d) 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;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(f) 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. Registration and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. General

(a) Entire Agreement. This Trademark Assignment, together with the Bill of Sale, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties

with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Illinois.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

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

ASSIGNOR:

ASSIGNEE:

M SQUARED VENTURES, LLC

LIMITLESS IP, LLC

By: Limitless Management, LLC
Its: Manager

DocuSigned by:
Matthew R. Matros
By: _____
Name: Matthew R. Matros
Title: Manager

DocuSigned by:
Matthew R. Matros
By: _____
Name: Matthew R. Matros
Title: Manager

EXHIBIT A

**ASSIGNED
TRADEMARKS**

United States of America

United States Patent and Trademark Office

LIMITLESS

Reg. No. 5,226,976

Registered Jun. 20, 2017

Int. Cl.: 30, 35, 40, 43

Service Mark

Trademark

Principal Register

M Squared Ventures, LLC (DELAWARE LIMITED LIABILITY COMPANY)
154 W. Hubbard St. #601
Chicago, IL 60654

CLASS 30: Coffee-based snack foods; Coffee; Coffee based beverages; Coffee beans; Herbal food beverages; Kombucha tea; Tea-based beverages

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 35: Wholesale and retail store services featuring coffee, coffee beans, tea-based beverages, herbal food beverages, nutritionally fortified beverages, broths, water beverages, fruit beverages, vegetable juices, smoothies, and related goods

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 40: Coffee roasting and processing

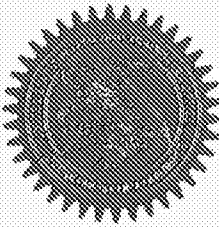
FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 43: Café-restaurants; Coffee-house and snack-bar services; Coffee-house and snack-bar services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-218,435, FILED 10-27-2016
KYLE DUNCAN SIMCOX, EXAMINING ATTORNEY



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

LIMITLESS COFFEE

Reg. No. 5,129,880

Registered Jan. 24, 2017

Int. Cl.: 30, 35, 40, 43

Service Mark

Trademark

Principal Register

M Squared Ventures, LLC (DELAWARE LIMITED LIABILITY COMPANY)
154 W. Hubbard St. #601
Chicago, IL 60654

CLASS 30: Coffee; Coffee based beverages; Coffee beans; Coffee-based snack foods; Herbal food beverages; Kombucha tea; Tea-based beverages

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 35: Wholesale and retail store services featuring coffee, coffee beans, tea-based beverages, herbal food beverages, nutritionally fortified beverages, broths, water beverages, fruit beverages, vegetable juices, smoothies, and related goods

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 40: Coffee roasting and processing

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

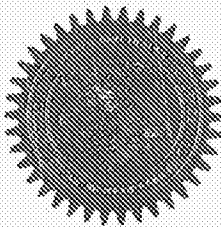
CLASS 43: Café-restaurants; Coffee-house and snack-bar services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "COFFEE"

SER. NO. 86-717,258, FILED 08-06-2015
MICHAEL A WIENER, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office



LIMITLESS

COFFEE & TEA

Reg. No. 5,217,736

Registered Jun. 06, 2017

Int. Cl.: 30, 35, 43

Service Mark

Trademark

Principal Register

M Squared Ventures, LLC (DELAWARE LIMITED LIABILITY COMPANY)
154 W. Hubbard St. #601
Chicago, IL 60654

CLASS 30: Coffee-based snack foods; Coffee; Coffee based beverages; Coffee beans; Herbal food beverages; Kombucha tea; Tea-based beverages

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 35: Wholesale and retail store services featuring coffee, coffee beans, tea-based beverages, herbal food beverages, nutritionally fortified beverages, broths, water beverages, fruit beverages, vegetable juices, smoothies, and related goods

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

CLASS 43: Café-restaurants; Coffee-house and snack-bar services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises

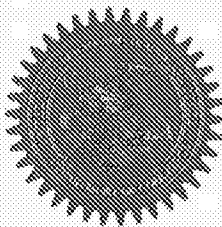
FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

The color(s) golden beige and black is/are claimed as a feature of the mark.

The mark consists of a golden-beige flame design, below which appears the wording "LIMITLESS" in a black stylized font above the wording "COFFEE & TEA" in a golden-beige stylized font.

No claim is made to the exclusive right to use the following apart from the mark as shown: "COFFEE & TEA"

SER. NO. 87-218,463, FILED 10-27-2016
KYLE DUNCAN SIMCOX, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

LIMITLESS HIGH DEFINITION COFFEE & TEA

Reg. No. 5,217,737

Registered Jun. 06, 2017

Int. Cl.: 30

Trademark

Principal Register

M Squared Ventures, LLC (DELAWARE LIMITED LIABILITY COMPANY)
154 W. Hubbard St. #601
Chicago, IL 60654

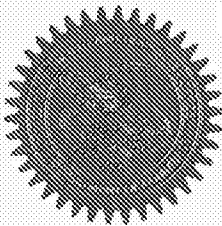
CLASS 30: Coffee; Coffee based beverages; Coffee beans; Herbal food beverages;
Kombucha tea; Tea-based beverages

FIRST USE 2-24-2016; IN COMMERCE 4-12-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY
PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"COFFEE & TEA"

SER. NO. 87-218,469, FILED 10-27-2016
KYLE DUNCAN SIMCOX, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office