

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489656

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900462441

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brenwood Hospitality LLC		08/10/2018	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	DVC Industries, Inc.
Doing Business As:	The Spice Lab
Street Address:	4000 North Dixie Highway
City:	Pompano Beach
State/Country:	FLORIDA
Postal Code:	33064
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85603588	CHOCOLATE LAB

CORRESPONDENCE DATA

Fax Number: 9043573662
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.

Phone: 904-357-3660
Email: ahoward@milamhoward.com
Correspondent Name: G. Alan Howard
Address Line 1: 14 E. Bay Street
Address Line 4: Jacksonville, FLORIDA 32202

NAME OF SUBMITTER:	G. Alan Howard
SIGNATURE:	/G. Alan Howard/
DATE SIGNED:	09/12/2018

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") from Brenwood Hospitality, LLC, a Connecticut limited liability company ("Assignor"), with a principal place of business at 2 Dearfield Drive, Greenwich, Connecticut 06831, to DVC Industries, Inc., a Florida corporation d/b/a The Spice Lab ("Assignee"), with a principal place of business at 4000 North Dixie Highway, Suite 100, Pompano Beach, Florida 33064, is effective August 10, 2018 (the "Effective Date").

Assignor wishes to sell, assign, transfer, and convey to Assignee, without limitation, all right, title, and interest in and to the trademark listed in Exhibit A attached hereto (the "Trademark").

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignment. Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver to Assignee, its successors and assigns, forever, its entire right, title, and interest, throughout the world, in and to the following:

- (a) The trademark listed on Exhibit A hereto and the goodwill of the business symbolized thereby;
- (b) The trademark registration listed on Exhibit A hereto;
- (c) All rights to any translations, adaptations, derivations, and combinations thereof and all other rights, powers, privileges, and interests of whatsoever nature, kind, or description relating to the rights and interests referred to in paragraphs (a) and (b) of this Section, including, without limitation, the right to file for and receive registrations, to sue and recover for past, present, and future infringement, and to bring any proceeding in the United States Patent and Trademark Office for cancellation or opposition.

2. Further Assurances. From and after the Effective Date, upon the reasonable request of Assignee, Assignor shall do, execute, acknowledge, and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney, and other instruments and papers as may be required to sell, assign, transfer, convey, and deliver to and vest in Assignee and protect its right, title, and interest in any employment of all the rights and interest hereby assigned and transferred to Assignee or intended so to be. The omission from the specific terms of this Assignment of any right relating to the Trademark and any application(s) and/or registration(s) therefore or therefrom shall not be deemed to limit the assignment of such right pursuant to this Agreement.

3. Recordation. Assignor hereby irrevocably authorizes and requests the United States Commissioner and/or Director of Patents and Trademarks and, as appropriate, those corresponding officials in the several states and countries throughout the world, and any other

to issue in accordance with this Assignment, the Trademark, and any application(s) and/or registration(s) therefore or therefrom which are assigned to Assignee by this Assignment, and hereby irrevocably consents to the filing and recordation of this Assignment with the United States Commissioner and/or Director of Patents and Trademarks and with such other officials, agencies, and authorities.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices. Any notice, request, or other document to be given hereunder to Assignor or Assignee shall be in writing and sent by registered or certified mail, postage prepaid, to the party at the address listed herein. Assignor or Assignee may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other.

6. Governing Law. This Assignment shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Florida without giving effect to the conflicts of law rules thereof. The parties hereby irrevocably consent to the jurisdiction of the courts of the State of Florida and any United States Federal Court sitting in the State of Florida in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any of such document may not be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding may be heard and determined in such a court.

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, Assignor has caused this General Assignment of Trademark to be duly executed as of the date first written above.

WITNESSES:

[Signature]
Print Name: Julienne Fareri

[Signature]
Print Name: BRENDA FARERI

ASSIGNOR:

Brenwood Hospitality, LLC, a Connecticut limited liability company

By: [Signature]
John J. Fareri, Manager

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me on August 10, 2018 by John J. Fareri as Manager of Brenwood Hospitality, LLC, a Connecticut limited liability company, who is personally known to me or who produced _____ as identification.

[SEAL]

[Signature]
Print Name: Franklin A. Ferreras
Notary Public, State of Connecticut
Commission No.: 01-31-2
My Commission Expires: 01-31-22

FRANKLIN A. FERRERAS
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2022

**EXHIBIT A
TRADEMARK**

Mark	U.S. Registration Number	Goods & Services (International Class(es))	Owner (prior to Assignment)
CHOCOLATE LAB	4451993	Cafe and restaurant services (International Class 043); Chocolates, pastries, tea, candies, beverages with a chocolate base, tea based beverages, ice cream (International Class 030)	Brenwood Hospitality, LLC 2 Dearfield Drive Greenwich, Connecticut USA 06831