

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Treewell Corporation		06/14/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Cos Bar Brands, LLC		
Street Address:	1537 PONTIUS AVENUE		
Internal Address:	UNIT A		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2423993	CREME D'OLIVES	
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>			
Email:	tsoinger@sbg-ny.com		
Correspondent Name:	Tracy Soinger		
Address Line 1:	c/o Tengram Capital Partners		
Address Line 2:	15 Riverside Avenue, First Floor		
Address Line 4:	Westport, CALIFORNIA 06880		
NAME OF SUBMITTER:	Tracy Soinger		
SIGNATURE:	/ts/		
DATE SIGNED:	03/20/2020		
Total Attachments: 4			
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OP \$40.00 2423993

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("*Assignment*") is made effective as of June 14, 2016 (the "*Effective Date*"), by and between Treowell Corporation, a Colorado corporation ("*Assignor*"), and Cos Bar Brands, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor, Assignee and certain other persons have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee certain assets described therein to Assignee, including all right, title and interest in and to the United States trademark listed below (the "*Mark*"):

<u>Mark:</u>	<u>Registration No.:</u>
CRÈME D'OLIVES	2,423,993

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign all right, title and interest in and to the Mark, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW THEREFORE, in consideration of the premises set forth in the Purchase Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged:

1. Upon the full execution of this Assignment and without any further action needed to be taken by Assignee, Assignor does hereby irrevocably assign, convey, and transfer unto Assignee, all right, title, and interest of Assignor in and to the Mark existing throughout the world (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby, the same to be held and enjoyed by Assignee, its successors and assigns, together with any registrations and applications thereto, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign county now or hereafter in effect, the income, royalties, damages or payments due on or after the date hereof, including without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's use and enjoyment.

2. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Mark from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Mark as Assignee shall reasonably request.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be,

to record Assignee as owner of the Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to the Mark as of the date hereof or thereafter will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

6. The law of the State of Colorado and U.S. federal trademark law shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado or U.S. federal trademark law, as applicable.

7. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

8. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

9. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

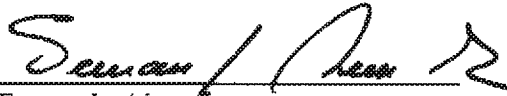
10. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Signatures by facsimile or pdf will be deemed to be original signatures for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark to be executed as of the Effective Date.

ASSIGNOR:

TREEWELL CORPORATION

By: 
Name: Fernando Aleu
Title: President

ASSIGNEE:

COS BAR BRANDS, LLC

By: CosBar USA, Inc., its sole member

By: _____
Name: Oliver Garfield
Title: Chief Operating Officer

[Signature page to Assignment of Trademark]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark to be executed as of the Effective Date.

ASSIGNOR:

TREEWELL CORPORATION

By: _____

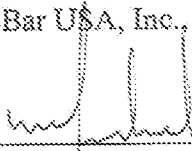
Name: Fernando Aleu

Title: President

ASSIGNEE:

COS BAR BRANDS, LLC

By: CosBar USA, Inc., its sole member

By:  _____

Name: Oliver Garfield

Title: Chief Operating Officer

[Signature page to Assignment of Trademark]