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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM624112

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EARTHBOUND TECHNOLOGIES LLC		12/30/2020	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	EARTHBOUND TECHNOLOGIES LLC
Street Address:	19925 NE 39th Place
Internal Address:	Suite 304
City:	Aventura
State/Country:	FLORIDA
Postal Code:	33180
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4819740	EVOLVE
Registration Number:	4819880	EVOLVE

CORRESPONDENCE DATA

Fax Number: 2029429999

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: 202.942.5000

Email: trademarkdocketing@arnoldporter.com,

palak.mayani@arnoldporter.com, elisabeth.richards@arnoldporter.com

Correspondent Name: Palak Mayani Parikh

Address Line 1: 601 Massachusetts Ave., NW

Address Line 2: IP DOCKETING

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	1104721.00003
NAME OF SUBMITTER:	Palak Mayani Parikh
SIGNATURE:	/Palak Mayani Parikh/
DATE SIGNED:	02/03/2021

TRADEMARK REEL: 007179 FRAME: 0012

Total Attachments: 4

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TRADEMARK
REEL: 007179 FRAME: 0013

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT ("Assignment") is made effective as of December 30, 2020, by and between EARTHBOUND TECHNOLOGIES LLC, a New York Limited Liability Company with its principal place of business at 156 Fifth Avenue, 10th Floor, New York, NY 10010 ("Assignor"), in favor of EARTHBOUND TECHNOLOGIES LLC, a Florida Limited Liability Company with its principal place of business at 19925 NE 39th Place, Suite 304, Aventura, FL 33180 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignor agrees to assign, set over and transfer to Assignee, its successors and assigns, its entire right, title and interest in the Trademarks in the United States, together with the goodwill of the business symbolized thereby, according to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

- 1. Assignor has the exclusive right and authority to assign the Trademarks.
- 2. Assignor has not transferred, assigned or granted any right, title or interest in the Trademarks, or otherwise, to any person or entity that would conflict with or be in limitation of any of the rights being transferred to Assignee herein.
- 3. Assignor hereby assigns, transfers, conveys, and grants to Assignee all rights of action at law and suits in equity to recover for past infringements of the Trademarks currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

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4. Assignor shall execute any additional documents necessary to manifest this

Assignment.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and

Assignee and their respective heirs, successors and assigns.

6. Nothing herein contained shall be construed to place the parties in the relationship of

partners or joint venturers.

7. None of the terms of this Assignment can be waived or modified except by an express

agreement in writing signed by both parties.

IN WITNESS THEREOF, the undersigned has caused this Assignment to be executed by

the signature of its duly authorized officer as of the effective date set forth above.

EARTHBOUND TECHNOLOGIES LLC

(New York)

Dated: December 30, 2020

By:

Name: <u>Jeffrey Cohen</u>

Title: Manager

Schedule A

Schedule A					
<u>Trademark</u>	International Class / Products	Application No.	Registration No.		
EVOLVE	Class 30: Granulated sugar; Sugar; Sugar substitutes; White sugar	86454504	4819740		
EVOLVE	Class 30: Bakery desserts; Bakery goods; Bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises; Bakery goods and dessert items, namely, cheesecakes for retail and wholesale distribution and consumption on or off the premises; Bakery goods, namely, cakes, cookies, pastries; Bakery products; Bakery products; Bakery products; Bakery products, namely, sweet bakery goods; Baking powder; Baking spices; Bases for bakery goods; Biscuits and bread; Bread; Bread and buns; Bread and pastry; Bread bases; Bread mixes; Cake mixes, namely, cake bases; [Cereal bars;] Cereal based snack food; Confectionery chips for baking; Edible fruit ices; Flour; Flour for food; Frozen breads; Frozen dough for use as pizza, bread or other bread-type products; Frozen foods, namely, grain and bread based appetizers, hors d'oeuvres, and canapés; Gluten-free bread; Gluten-free desserts, namely, cakes, cookies, pastries; Honey; Mixes for bakery goods; Mustard; Pastries; Pastry; Pizza dough; Rice; Sago; Salad dressing; Salt; Sauces; Spices; Spices and ice; Sugarless candies; Tapioca; Vinegar; Yeast	86510925	4819880		

RECORDED: 02/03/2021