

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIT TEA INC		09/10/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	FIT TEA LLC		
Street Address:	3300 NW 67TH STREET		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33147		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5546453	FITSHAKES	
Registration Number:	5324841	FITCOFFEE	
Registration Number:	4584306	FITTEA	
Serial Number:	87352262	ASK THE MESSENGERS	
Serial Number:	87246043	FIT WATER	
Serial Number:	87007320	FITGREENS	
Serial Number:	87157586	FIT GREENS	
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:	9547633303		
Email:	info@mhdpatents.com		
Correspondent Name:	MARK D. BOWEN		
Address Line 1:	4901 NW 17TH WAY, SUITE 308		
Address Line 4:	FORT LAUDERDALE, FLORIDA 33309		
ATTORNEY DOCKET NUMBER:	12700.6501		
NAME OF SUBMITTER:	Mark d. bowen		
SIGNATURE:	/mark d. bowen/		

CH \$190.00 5546453

DATE SIGNED:	09/22/2021
Total Attachments: 3 source=Assignment of Fit Tea Inc. Intellectual Property-Miller-Fit Tea (Executed)#page1.tif source=Assignment of Fit Tea Inc. Intellectual Property-Miller-Fit Tea (Executed)#page2.tif source=Assignment of Fit Tea Inc. Intellectual Property-Miller-Fit Tea (Executed)#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of the September 10th, 2021, is made by FIT TEA INC., a Florida corporation, successor by conversion to FIT PRODUCTS LLC, a Florida limited liability company ("Assignor"), in favor of FIT TEA LLC, a Florida limited liability company ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the recitals and of the respective covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns and transfers to Assignee, its successors and assigns, all right, title and interest, of Assignor, in the U.S. and in all foreign countries, in and to all of the intellectual property, including the trademarks, trademark registrations, trademark applications, common law trademark rights, trade dress, and copyrights and such other properties set forth in **Schedule A** attached hereto (hereinafter the "Intellectual Property"), together with the goodwill of the business connected with the use of, and symbolized thereby, including common law rights associated therewith, and the right to sue for past, present, and future infringement thereof, and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives. The term "Intellectual Property" shall be broadly construed to include all rights relating to trademarks, service marks, rights of use and priority, trade dress, rights under common law, and copyrights, and all other associated rights.

2. Additional Assurances. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents as are deemed necessary by the governmental agencies having jurisdiction over the Intellectual Property to effect the transfer of all of the Assignor's right, title and interest therein to Assignee, its successors and assigns. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all rights issuing from applications pending among such Intellectual Property. Assignor further represents and warrants that it has not granted any rights inconsistent with the rights granted herein.

3. Terms of the Asset Purchase Agreement. This Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality invalidity shall not affect the validity or legality of the remainder of this Assignment.

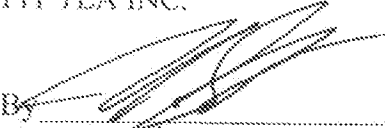
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Assignor and Assignee.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Florida.

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

ASSIGNOR

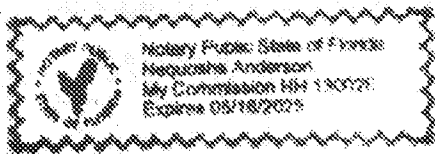
FIT TEA INC.

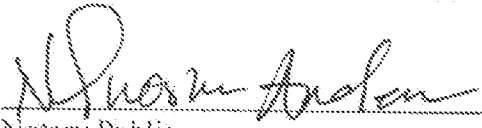
By: 
 Name: Michael Gonzalez
 Title: CEO

STATE OF Florida)
)SS
 COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of September, 2021 by Michael Gonzalez, as the Chief Executive Officer of Fit Tea Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(SEAL)




 Notary Public
 Print Name: NEQUISHA ANDERSON
 My Commission Expires: 5/18/2025

SCHEDULE A

Intellectual Property

MARK	REG. NO.	ORIG. APPLICANT	ASSIGNMENTS	CURRENT OWNER OF RECORD
FITSHAKES (Word mark)	5,546,453	Fit Products LLC	None	Fit Products LLC
FIT COFFEE (word mark)	5,324,841	Fit Products LLC	None	Fit Products LLC
FIT TEA	4,584,306	Fit Products LLC	None	Fit Products LLC
FIT WATER	87/325,262	Fit Products LLC	None	Abandoned
FIT WATER	87/2460,43	Fit Products LLC	None	Abandoned
FITGREENS	87/007,320	Fit Products LLC	None	Abandoned
FIT GREENS (stylized)	87/157,586	Fit Products LLC	None	Abandoned

2. All common law rights
3. All product trade dress.
4. All copyrights.