

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arborscapes, Inc.		12/28/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SavATree, LLC		
Street Address:	550 Bedford Road		
City:	Bedford Hills		
State/Country:	NEW YORK		
Postal Code:	10507		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97880207	ARBORSCAPES	
Serial Number:	97882300	ARBORSCAPES INC. TREE & LANDSCAPE SPECIA	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	phack@vedderprice.com		
Correspondent Name:	Patricia Hack		
Address Line 1:	222 N. LaSalle Street, 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Patricia Hack		
SIGNATURE:	/Patricia Hack/		
DATE SIGNED:	01/03/2024		
Total Attachments: 4			
source=Arborscapes Trademark - signed CS#page1.tif			
source=Arborscapes Trademark - signed CS#page2.tif			
source=Arborscapes Trademark - signed CS#page3.tif			
source=Arborscapes Trademark - signed CS#page4.tif			

CH \$65.00 97880207

TRADEMARK ASSIGNMENT AGREEMENT

This agreement is signed January 1, 2024 and is between Arborscapes, Inc., a North Carolina Corporation ("Assignor") and SAVATREE, LLC, a Delaware Limited Liability Company ("Assignee").

WHEREAS, Assignor is the owner of the applications as set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignee is desirous of acquiring rights in said Marks, said application and all rights attendant thereto;

The parties agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this agreement had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this agreement. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom

3. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within five (5) business days of Assignee's delivery to Buyer of a written request therefor.

4. This agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

6. No amendment of any provision of this agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

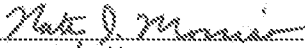
Each party is signing this agreement on the date stated in the introductory clause.


ASSIGNOR:

ASSIGNEE:

Arborscapes, Inc.

SavATree, LLC



By: Nathaniel Morrison
Title: Vice President
Date: 12/20/23


Carmine Schiavone (No. 1, 2024 (7, 01 EST))
By: Carmine Schiavone
Title: CEO
Date: 01/01/2024

[Exhibit A Follows]

SCHEDULE A

US TRADEMARKS

Mark	Application No.	Owner
ARBORSCAPES	97/880,207	Arborscapes, Inc. (North Carolina Corporation) 8924 Crump Road, Pineville, North Carolina 28134 United States of America
ARBORSCAPES INC. TREE & LANDSCAPE SPECIALISTS and Design 	97/882,300	Arborscapes, Inc. (North Carolina Corporation) 8924 Crump Road, Pineville, North Carolina 28134 United States of America