

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tobacco Outlet Express, LLC		10/27/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	HMS Unlimited, LLC		
Street Address:	29072 Cedar Drive		
City:	Big Pine Key		
State/Country:	FLORIDA		
Postal Code:	33043		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86660521	HELLO MELLO	
Serial Number:	86683232	MELLO MARKET	
Serial Number:	86660538	HELLO MELLO	
CORRESPONDENCE DATA			
Fax Number:	8046971339		
<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:	8046971870		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Julia M. Bishop, Troutman Sanders LLP		
Address Line 1:	600 PEACHTREE ST, NE, STE 5200		
Address Line 2:	BANK OF AMERICA PLAZA		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	247991.002		
NAME OF SUBMITTER:	Julia M. Bishop		
SIGNATURE:	/JMB/		
DATE SIGNED:	10/27/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is entered into on October 27, 2015, by and between Tobacco Outlet Express, LLC, a Florida limited liability company, (“Assignor”) and HMS Unlimited, LLC, a Florida limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks and corresponding applications for registration pending in the United States Patent and Trademark Office identified in Exhibit A hereto (the “Marks”); and

WHEREAS, Assignor desires to assign and Assignee desires to acquire the entire right, title, and interest in and to the Marks together with their corresponding applications for registration and all goodwill associated with the Marks.

THEREFORE, in consideration of the mutual promises and covenants herein and for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Assignor and Assignee agree as follows:

Assignor unconditionally, irrevocably, and forever sells, assigns, transfers, and conveys to Assignee, its successors, and assigns, Assignor’s entire right, title, and interest in and to the Marks, all goodwill associated with the Marks, and all other corresponding rights and interests, now or hereafter in effect, including (i) the Trademark Serial Numbers identified in Exhibit A and any other registration or application for registration of the Marks with any government office in any jurisdiction, whether state, federal, or foreign, and all issuances, extensions, and renewals thereof; (ii) all common law rights Assignor may have acquired in the Marks, whether acquired in the United States or foreign jurisdiction; (iii) the right to any and all royalties, profits, compensation, license fees, income, or other payments or remuneration of any kind relating to the Marks and/or the associated goodwill; (iv) all claims or causes of action in connection with the Marks whether accruing before, on and/or after the date of this Agreement including, but not limited to, the right to sue for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, and to collect, or otherwise recover, any such damages; and (v) all other rights in and to the Marks.

Assignor hereby authorizes the Commission for Trademarks in the United States Patent and Trademark Office of corresponding entities or agencies in any applicable jurisdictions, to record and register this assignment upon request by Assignee. Assignor covenants and agrees to provide cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, applications, assignments, powers of attorney, or other documents deemed necessary or desirable for securing or maintaining the Marks, any application, registration, or associated goodwill therefore, evidencing or perfecting the assignment of the Marks or Assignee or any of its successors or assigns, all without further compensation to Assignor. Any fees or costs associated with recording this Agreement or other required documents with the appropriate trademark authorities shall be paid by Assignee.

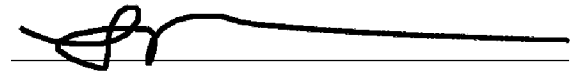
Assignor represents and warrants that it possesses all right, title, and interest in and to the Marks free and clear of any assignment, sale, agreement, judgment, order, claim, or encumbrance that would conflict with this Agreement and has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent

they relate in any way to the subject matter hereof. This Agreement may not be amended and breach may not be waived except by writing signed by both parties. If any term or provision of this Agreement is determined by competent authority to be invalid or unenforceable in any situation in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of such term or provision in any other situation or in any other jurisdiction.

The individuals executing this Agreement have all requisite power and authority to execute and deliver this Agreement.

TOBACCO OUTLET EXPRESS, LLC




By: Lisa Fleck

Title: CMO

Date: 10/27/15

HMS UNLIMITED, LLC



By: Lisa Fleck

Title: CEO

Date: 10/27/15

Exhibit A

Marks

HELLO MELLO
U.S. Serial No. 86660521

MELLO MARKET
U.S. Serial No. 86683232

MELLO ME


U.S. Serial No. 86660538