

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FNV Labs Ltd		01/31/2017	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Mellow, Inc		
Street Address:	1209 Orange Street		
City:	City Of Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86260679	MELLOW	
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:	4157996037		
Email:	ze@cookmellow.com		
Correspondent Name:	Mellow inc		
Address Line 1:	340 S LEMON AVE #8781		
Address Line 4:	WALNUT, CALIFORNIA 91789		
NAME OF SUBMITTER:	Jose Pinto Ferreira		
SIGNATURE:	/jose pinto ferreira/		
DATE SIGNED:	01/31/2017		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 31st day of January, 2017 (the "Effective Date") by and between FNV Labs Ltd., a corporation duly organized and existing under the laws of United Kingdom and having its principal place of business at 67 High Street, Chobham, Woking, Surrey, GU24 8AF ("Assignor") and Mellow Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 1209 Orange Street City Of Wilmington, DE 19801 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to U.S. trademark "Mellow" of Registration Number 4645148 and of Registration Date November 25, 2014 (the "Mark");

B. WHEREAS Assignee owns 100% of the outstanding stock of Assignor;

C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Mark;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Mark;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.
4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:
FNV Labs LTD.

ASSIGNEE:
Mellow Inc.

By: José Pinto Ferreira

By: José Pinto Ferreira

Name: Jose Pinto Ferreira

Name: Jose Pinto Ferreira

Title: CEO

Title: CEO