

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TM Marks, L.L.C.		04/15/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Lawee Enterprises, L.L.C.		
Street Address:	1210 W. 13th Street		
City:	Riviera Beach		
State/Country:	FLORIDA		
Postal Code:	33404		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3291771	SMART FOR LIFE WEIGHT MANAGEMENT CENTERS	
Registration Number:	3759293	SMART FOR LIFE	
Registration Number:	3814891	SMART FOR LIFE	
Registration Number:	3664021	ZILCH	
CORRESPONDENCE DATA			
Fax Number:	5614652258		
<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:	877 605 9141		
Email:	iratner@frglaw.com		
Correspondent Name:	Ilene Ratner		
Address Line 1:	5355 Town Center Road		
Address Line 2:	Suite 801		
Address Line 4:	Boca Raton, FLORIDA 33486		
NAME OF SUBMITTER:	Ronald N. Rosenwasser		
SIGNATURE:	/ronald n. rosenwasser/		
DATE SIGNED:	06/14/2017		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated as of April 15, 2016 (the "Agreement Date"), and is between TM Marks, L.L.C., a Florida limited liability company with offices at 4800 N. Federal Highway, Suite B300, Boca Raton, FL 33431 ("Assignor"), and Lawee Enterprises, L.L.C., a Florida limited liability company, with offices at 12010 W. 13th Street, Riviera Beach, FL 33404 ("Assignee").

INTRODUCTION:

Assignor owns the trademarks listed on Schedule A (collectively, the "Marks"), and desires to assign the Marks to Assignee.

The parties therefore agree as follows:

- 1) **Assignment.** Assignor hereby assigns to Assignee, and Assignee hereby accepts, the following:
 - a) the Marks, together with the goodwill pertinent thereto, and all of Assignor's rights, title and interest in all the foregoing;
 - b) all of Assignor's applications to register, and registrations for, the Marks, if any, including those set forth in Schedule A; and
 - c) the right to sue for past, existing and future infringement or violation of any of the properties or rights referred to in Section 1)a)-1)b), in each case whether existing or future, and in any jurisdiction.

The foregoing assignment is deemed effective as of the Agreement Date.

- 2) **Payment.** In consideration of the assignments in Section 1), concurrently with the parties entering this Agreement, Assignee is paying Assignor \$10, the receipt of which Assignor acknowledges.
- 3) **Further Assurances.** Assignor shall execute and deliver any further documents or instruments that Assignee may reasonably request to confirm, effect, or evidence the assignments in Section 1).
- 4) **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Assignment must be in writing and must be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested, or sent by facsimile or email (provided that the sender confirms the facsimile or email by delivering an original confirmation copy by mail or expedited delivery service, in accordance with this Section 4), with three business days after transmission), addressed to the parties at their respective addresses set forth above or to such other address as that party may designate by notice complying with the terms of this Section 4). Each such notice is considered delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission (provided confirmation is sent as described above, if by telefax or email); or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered.



- 5) **Entire Agreement.** This Assignment represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations, if any, made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Assignment are of any force.
- 6) **Definitions.** For the purposes of this Assignment, "including (include)" means "including (include), without limitation." "Or," as in "A or B," means "A or B or both." "Herein," "hereunder," and "hereof" refer to this Assignment, and not to the specific section in which that term occurs.
- 7) **Amendments.** The provisions of this Assignment may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Assignment.
- 8) **Binding Effect.** All the terms and provisions of this Assignment, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.
- 9) **Waivers.** The failure or delay of any party at any time to require performance by another party of any provision of this Assignment, even if known, does not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. A waiver by any party of any breach of any provision of this Assignment must not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Assignment. No notice to or demand on any party in any case, of itself, entitles such party to any other or further notice or demand in similar or other circumstances.
- 10) **Jurisdiction and Venue.** A substantial portion of the negotiations, anticipated performance and execution of this Assignment occurred or will occur in Palm Beach County, Florida. Therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Assignment must be brought only in the courts of record of the State of Florida in Palm Beach County or the District Court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Assignment, or in such other manner as may be provided under applicable laws or court rules in the State of Florida.
- 11) **Governing Law.** This Assignment must be construed in accordance with the laws of the State of Florida, disregarding its conflicts-of-law principles, subject to the provisions of the Lanham Act (15 U.S.C. §§1051 *et seq.*).



12) **Survival.** All covenants, agreements, representations and warranties made in this Assignment by any party continue in full force and effect after and notwithstanding its expiration or sooner termination, and until they are satisfied or by their nature expire.

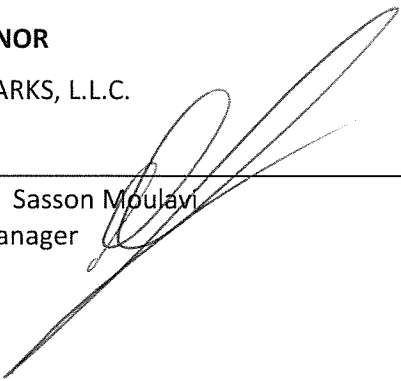
13) **Counterparts.** This Assignment may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. Confirmation of execution by telecopy or scanned and emailed signature page is binding upon any party so confirming.

The undersigned are entering this Assignment on the Agreement Date.

ASSIGNOR

TM MARKS, L.L.C.

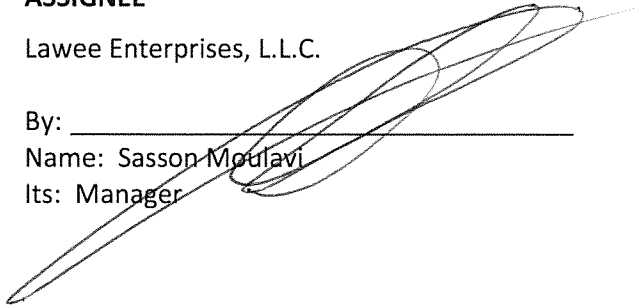
By: _____
Name: Sasson Moulavi
Its: Manager



ASSIGNEE

Lawee Enterprises, L.L.C.

By: _____
Name: Sasson Moulavi
Its: Manager



SCHEDULE A

Marks	Serial Number	Registration Numbers
<i>SMART FOR LIFE</i>	78690583	3,291,771
<i>SMART FOR LIFE</i>	77978600	3,759,293
<i>SMART FOR LIFE WEIGHT MANAGEMENT CENTERS</i>	77065028	3,814,891
<i>ZILCH</i>	77010234	3,664,021

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