

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PureTech Waters of America, LLC | | 06/29/2011 | LIMITED LIABILITY COMPANY: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | Brioni's Coffee, LLC | | |
| Street Address: | 703 Hebron Avenue | | |
| City: | Glastonbury | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06033 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CONNECTICUT | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78793316 | BRIONI'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (860)527-4968 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (860) 527-7044 | | |
| Email: | estrole@rckklaw.com | | |
| Correspondent Name: | Elizabeth A. Strole | | |
| Address Line 1: | 214 Main Street | | |
| Address Line 2: | Rome Clifford Katz & Koerner, LLP | | |
| Address Line 4: | Hartford, CONNECTICUT 06106 | | |
| NAME OF SUBMITTER: | Elizabeth A. Strole | | |
| Signature: | /Elizabeth A. Strole/ | | |
| Date: | 06/29/2011 | | |
| Total Attachments: 2 source=Assignment of Brioni TM- Executed#page1.tif source=Assignment of Brioni TM- Executed#page2.tif | | | |

OP \$40.00 78793316

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of the 29th day of June, 2011, by **PureTech Waters of America, LLC**, a Connecticut limited liability company in favor of **Brioni's Coffee, LLC**, a Connecticut limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have agreed that Assignor shall assign to Assignee Assignor's trademarks,

WHEREAS, Assignor is the owner of all right, title and interest, including goodwill, in and to the trademarks listed in Section 1 herein (the "Mark");

WHEREAS, Assignor desires to assign to Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, as of the date written above, all of Assignor's rights, title and interests in and to the Mark, including all of the goodwill of the business of Assignor associated with and symbolized by the Mark, and together with all rights to damages, profits and/or any remedy(ies) whatsoever due or accrued arising out of any past infringement by any entity of the Mark, or any injury to the goodwill of the business associated with, and symbolized by, the the Mark.

The Mark hereby assigned is as follows:

(i) "BRIONI'S" – Registration Number 3244170- Registered May 22, 2007 with the United States Patent and Trademark Office.


2. Warranties. Assignor warrants to Assignee that Assignor is the owner of the Mark, that Assignor has all requisite power and authority to enter into this Assignment, that this Assignment has been duly executed and delivered by Assignor and constitutes a valid and binding obligation of Assignor, enforceable in accordance with its terms, and that the Mark is owned by Assignor free and clear of any liens or encumbrances.

3. Further Assurances. Assignor agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments reasonably necessary to carry out the intent of this Assignment and specifically to take whatever reasonable action is necessary in a timely manner, as may be requested by Assignee with all costs and expenses incurred in connection therewith being borne by Assignee, to (a) confirm and record this Assignment with the United States Patent and Trademark Office; and (b) effectuate the transfer of the Mark to Assignee.

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above set forth.

ASSIGNOR

PureTech Waters of America, LLC

By 

Brian Whitney
Its *Member*