

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLK Brands, LLC		08/28/2012	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Blackwater Innovations Corp.		
Street Address:	300-1062 Homer Street		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	6B2W9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3986573	BLACKWATER	
CORRESPONDENCE DATA			
Fax Number:	2127446509		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-472-6262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 3986573

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Ali R. Latifi

Signature:

/Ali R. Latifi/

Date:

09/27/2012

Total Attachments: 2

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U.S. Trademark Assignment

ASSIGNMENT made this 28 day of August, 2012, by BLK Brands, LLC, a New Jersey limited liability company with an office and place of business at 214 West 39th Street, Suite 202, New York, New York 10018 ("Assignor").

WHEREAS, Assignor is the owner of and has adopted and is using the U.S. Trademark Registration No. 3,986,573 for the **BLACKWATER** mark in International Class 032 (the "Mark"); and,

WHEREAS, Blackwater Innovations Corp., a Canadian corporation with an office and place of business at 300-1062 Homer Street, Vancouver, B.C., Canada 6B 2W9 ("Assignee") wishes to acquire Assignor's right, title, and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used; and,

WHEREAS, Assignor wishes to assign the Mark together with the goodwill of the business in connection with which the Mark is used to Assignee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Mark together with the goodwill of the business in connection with which said Mark is used including the subject matter of all claims which may be obtained therefrom 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 said Assignor if this assignment had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Mark, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

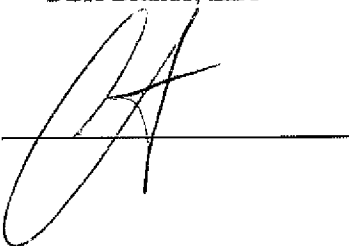
Assignor warrants and represents that the Mark has not been previously assigned or encumbered in any manner and that it is free and clear of all liens and claims.

Assignor shall further render such other assistance as may be reasonably required by Assignee to record his ownership rights of the Mark in the United States.

IN WITNESS THEREOF, the Assignor has caused this assignment to be signed and executed on the date and year first written above.

BLK Brands, LLC

By: _____

A handwritten signature in black ink, consisting of a large, stylized 'A' with a horizontal line through it, positioned over a horizontal line that serves as a signature line.