

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
Daryll DeSantis		01/15/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Salgo Soda LLC		
Street Address:	1 Monarch Place		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01144		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85604733	COQUI COLA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4138833471		
Email:	gignation@gmail.com		
Correspondent Name:	David Mech		
Address Line 1:	1 Monarch Place		
Address Line 4:	Springfield, MASSACHUSETTS 01144		
NAME OF SUBMITTER:	Salgo Soda LLC		
Signature:	/Salgo Soda LLC/		
Date:	01/15/2013		
Total Attachments: 2 source=Trademark Assignment Document#page1.tif source=Trademark Assignment Document#page2.tif			

OP \$40.00 85604733

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Daryll DeSantis("Assignor") and Salgo Soda LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: Coqui Cola, serial number 85604733 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee in the sum of \$1, payable on *111512013*.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as

... (b) all costs) in such litigation from the party against whom enforcement was sought

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto and all other agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with and all actions arising hereunder shall be governed by the laws of Hamden County and the State of Massachusetts.

Date: 1/15/2013

ASSIGNEE

ASSIGNOR

Signature

Salgo Soda LLC

Signature

Daryll DeSanLis