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
The Republic of Tea, Inc.		03/05/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JBR, Inc.
Street Address:	1731 Aviation Blvd.
City:	Lincoln
State/Country:	CALIFORNIA
Postal Code:	95648
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86031133	ONE CUPPA

CORRESPONDENCE DATA

Fax Number: 4154421001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 415-442-1326

Email: ralpert@morganlewis.com

Correspondent Name: Rochelle D. Alpert, Morgan Lewis

Address Line 1: One Market, Spear Street Tower

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	067440-2530	
NAME OF SUBMITTER:	Rochelle D. Alpert	
Signature:	/rda/	
Date:	03/06/2014	

Total Attachments: 3

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> TRADEMARK REEL: 005232 FRAME: 0334

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the date last signed below ("Effective Date"), by and between The Republic of Tea, Inc., a corporation organized and existing under the laws of California and having its principal place of business at #5 Hamilton Landing, Suite 100, Novato, California 94949 ("Assignor") and JBR, Inc., a corporation organized and existing under the laws of California, having a principal place of business at 1731 Aviation Blvd., Lincoln, California 95648 ("Assignee"). Assignor and Assignee are collectively referred to throughout this Agreement as the "Parties."

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark ONE CUPPA as used in connection with tea, herbal teas, herbal infusions, tea-based beverages ("the Mark") and the goodwill developed through the use of the Mark;

WHEREAS, Assignee is desirous of acquiring all rights to the Mark and Assignor is desirous of assigning such rights to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby act and agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers and sets over to Assignee, all of Assignor's right, title, and interest in and to the Mark, including all common law rights in the Mark, any use applications therefore, and the goodwill of the business associated with the Mark, including the right to sue for and receive all damages from past infringements of the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.
- 2. <u>Further Assurances</u>. As and when requested in writing by Assignee, from time to time, sufficiently in advance, and at Assignee's cost and expense, Assignor shall execute and deliver or cause to be executed and delivered, such documents and instruments, and shall take or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment Agreement.
- 3. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

TRADEMARK REEL: 005232 FRAME: 0335

This Assignment is executed and delivered effective as of the last date set forth below.

Executed By:	Received By:
THE REPUBLIC OF TEA, INC.	JBR, INC
Node B. R.	
Name: Todd B. Rabin	Name:
Title: Minister of Evolution	Title:
Date: March 5, 20/4	Date:

TRADEMARK REEL: 005232 FRAME: 0336 This Assignment is executed and delivered effective as of the last date set forth below.

Executed By:	Received By:
THE REPUBLIC OF TEA, INC.	JBR, INC
Name:	Name: Tom GARBER
Title:	Title: VI PRADUCT DEVELOPMENT
Date:	Date:March 5, 2014

RECORDED: 03/06/2014

TRADEMARK REEL: 005232 FRAME: 0337