

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zodiac Spirits, Inc.	FORMERLY Koan, Inc.	03/31/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Zodiac Spirits, LLC		
Street Address:	2435 North Central Expressway		
Internal Address:	Suite 1200		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75080		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2532505	LIFT YOUR SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	2482922910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 292-2920		
Email:	tmmail@patentco.com		
Correspondent Name:	Rebecca L. Wilson		
Address Line 1:	29 West Lawrence Street		
Address Line 2:	Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
ATTORNEY DOCKET NUMBER:	1245-014		
NAME OF SUBMITTER:	Rebecca L. Wilson		
SIGNATURE:	/Rebecca L. Wilson/		
DATE SIGNED:	03/31/2014		
Total Attachments: 3			
source=Zodiac Assign 2#page1.tif			
source=Zodiac Assign 2#page2.tif			
source=Zodiac Assign 2#page3.tif			

CH \$40.00 2532505

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment is made as of this 31 day of MARCH, 2014 and is effective upon execution by and between Zodiac Spirits, Inc. (f/k/a Koan, Inc., a Michigan corporation), a Texas Corporation ("Assignor") and Zodiac Spirits LLC, a Texas Limited Liability Company ("Assignee").

As a dividend to Assignee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby absolutely, unconditionally and irrevocably transfers, assigns, and sets over to Assignee (without any reservation of rights), all of Assignor's worldwide right, title and interest in and to any and off of Assignor's Intellectual Property, including but not limited to all of Assignor's (i) trademark applications, trade names, service marks (whether registered or unregistered), service mark applications, licenses, confidential information know-how, processes, technologies, development tools, ideas, concepts trade dress (whether registered or unregistered), (ii) any right to use or exploit any of the foregoing, including but not limited to the right to sue for past, existing, or future infringements or other violations of the Intellectual Property; and (iii) any other propriety right, whether arising under the laws of the United States or any other country ("Propriety Rights") associated with and/or used in connection with Assignor's business, including without limitation the Proprietary Rights listed on **Schedule A** attached hereto and incorporation herein.

Assignor represents and warrants to Assignee that (i) Assignor owns the Propriety Rights free and clear of all liens, mortgages, security interests, pledges, restrictions, and encumbrances of any kind; (ii) Assignor has full power and authority to execute and deliver this Agreement and to assign the Proprietary Rights to Assignee; (iii) this Agreement constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms; and (iv) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Assignor is a party or by which Assignor is bound.

Assignor agrees to, and hereby does, indemnify, save and hold Assignee harmless of, from and against any and all losses, costs, expenses, (including reasonable attorneys' fees), liabilities, damages, actions, causes of action, demands or claims arising out of or in connection with Assignors' breach of a representation or warranty or Assignee's use of the Propriety Rights.


Assignor and Assignee each hereby agree to cooperate in every respect as may be reasonably required by the other party in order to perfect and otherwise fully effectuate the assignments made to Assignee pursuant to the terms and provisions of this Assignment. Without limiting the generality of the foregoing, Assignor and Assignee each hereby agree to execute or join with the other party in actions reasonably requested by the other party in order to accomplish the aforesaid assignments, including without limitation notifying and obtaining consents from any and all governmental entities, and to cooperate with the other party in confirming to any third parties the existence and effectiveness of the foregoing assignments. Except as otherwise indicated herein, Assignor warrants that it is the sole owner

of the Proprietary Rights, has the sole right to use and possess the Proprietary Rights and is within its power and authority to transfer the Proprietary Rights to Assignee hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

ASSIGNOR:

Zodiac Spirits, Inc. (f/k/a Koan, Inc.)

By: 

Name: Tom Benson

Title: CEO

ASSIGNEE:

Zodiac Spirits, LLC.

By: 

Name: Tom Benson

Title: President

SCHEDULE A

MARK	CURRENT OWNER	FILING DATE	REGISTRATION DATE	REG. /APP. NO.	STATUS
LIFT YOUR SPIRITS	Koan, Inc.	December 6, 1998	January 22, 2002	2,532,505	Registered