

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM304907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cintron Beverage Group, LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aaron Wesley Wyatt		
Street Address:	7400 Brewster Avenue		
Internal Address:			
City:	Philadelphia		
State/Country:	Pennsylvania		
Postal Code:	19153		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3410949	CINTRON 21	
Registration Number:	3600401	CINTRON ENERGY ENHANCER	
Registration Number:	3585321	TASTE IS THE DIFFERENCE	
Registration Number:	3494487	ENHANCE YOUR LIFE	
Serial Number:	77807941	CINTRON	
Serial Number:	77807946	CINTRON	
CORRESPONDENCE DATA			
Fax Number:	2158253101		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2158253100		
Email:	freino@fisherzucker.com		
Correspondent Name:	Frank A. Reino		
Address Line 1:	21 S. 21st Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Frank A. Reino		
SIGNATURE:	/Frank A. Reino/		

OP \$165.00 3410949

DATE SIGNED:

05/19/2014

Total Attachments: 2

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered on this 2nd day of May, 2014, by and between: (i) Cintron Beverage Group, LLC, a Delaware limited liability company with its principal place of business located at 7400 Brewster Avenue, Philadelphia, Pennsylvania 19153 (the "Assignor"); and (ii) A. Wesley Wyatt, an individual, with an address at 7400 Brewster Avenue, Philadelphia, Pennsylvania 19153 (the "Assignee").

BACKGROUND

A. Assignor is the owner of all rights, title and interest in and to the marks: (1) Cintron; (2) Cintron Energy Enhancer; (3) Cintron 21; (4) Enhance Your Life; and (5) Taste is the Difference (the "Proprietary Marks"). Assignor has used the Proprietary Marks in connection with energy drinks, teas, fruit drinks and beverages since at least as early as August, 2006. On August 19, 2009, Assignor filed two applications for registration of Cintron (word) and Cintron (design) with the United States Patent and Trademark Office ("USPTO"), which the USPTO assigned Serial Nos. 77807941 (word) and 77807946 (design) (the "Pending Applications").

B. Assignor wishes to convey and assign all of its rights, obligations, title and interest in and to the Proprietary Marks (including, without limitation, the Pending Applications), and Assignee wishes to acquire and assume all such rights, obligations, title and interest to these Proprietary Marks, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Proprietary Marks in the United States and all other foreign jurisdictions, together with the goodwill of the business connected with and symbolized by the Proprietary Marks, including without limitation, all rights in the Pending Applications, and the right to apply for and maintain trademark registrations with the USPTO or other appropriate trademark application/registration authority in any other jurisdiction, that are based in whole or in part upon any Proprietary Marks, and any priority right that may arise from Assignor's first and continued use of the Proprietary Marks in commerce, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignee hereby assumes all such rights, title and interest in the Proprietary Marks and the Pending Applications. The foregoing assignment and assumption will be effective immediately upon execution of this Agreement.

2. **Acknowledgment.** Assignor agrees and acknowledges that: (i) it will not challenge, contest or otherwise attempt to affect Assignee's rights to use, register and maintain the Proprietary Marks in any manner; and (ii) Assignee may "bootstrap" or otherwise claim all dates of first use and other common law rights that Assignor ever had with respect to the Proprietary Marks.

3. **Authorization.** Assignor authorizes the Commissioner of Trademarks of the United States, other empowered officials of the USPTO or other appropriate trademark application/registration authority in any other jurisdiction to record the transfer of any registrations and/or applications for registration associated with the Proprietary Marks, including without limitation the Pending Applications, to Assignee as the assignee of Assignor's entire right, title and interest therein. Assignor, by and through Assignor's

attorney, agrees to further execute any documents reasonably necessary to effectuate this assignment or to confirm Assignee's ownership of the Proprietary Marks.

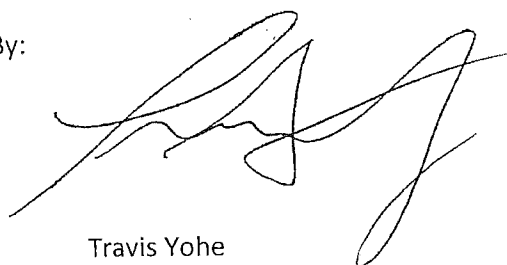
4. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

ASSIGNOR

CINTRON BEVERAGE GROUP, LLC

By:



Travis Yohe

Its: MARKETING & OPERATIONS MANAGER

ASSIGNEE



A. Wesley Wyatt