

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoe Gear, Inc.		06/02/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Agua, Vida y Nutricion, SA de CV		
Street Address:	Camino Santa Teresa #890 T8, Unit 203		
Internal Address:	Col. Heroes de Padierna		
City:	Mexico DF		
State/Country:	MEXICO		
Postal Code:	10700		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3746470	ZOE WATER	
CORRESPONDENCE DATA			
Fax Number:	8133842817		
<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:	813-222-2021		
Email:	monica.mason@bipc.com		
Correspondent Name:	Monica Mason, Esq./Buchanan Ingersoll		
Address Line 1:	501 E. Kennedy Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	AGUA, VIDA		
DOMESTIC REPRESENTATIVE			
Name:	Monica B. Mason, Esq.		
Address Line 1:	501 E. Kennedy Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		
SIGNATURE:	/monica b. mason/		

CH \$40.00 3746470

DATE SIGNED:	06/16/2014
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Total Attachments: 6

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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 31 day of May, 2014 (the "Effective Date"), is entered into by and between ZOE GEAR, INC., a Florida corporation, with its principal place of business located at 8052 West 21st Avenue, Hialeah, Florida 33016 ("the Assignor", which expression shall include the Assignor's personal representatives and successors in title), and AGUA, VIDA Y NUTRICION, SA de CV, a United Mexican States corporation, with its principal place of business located at Camino Santa Teresa #890 T8, Unit 203, Col. Heroes de Padierna, Mexico DF 10700, Mexico ("the Assignee", which expression shall include the Assignee's personal representatives and successors in title) (hereinafter referred to collectively as "the Parties" or individually as "the Party").

WHEREAS, the Assignor represents that it is the lawful owner of the trademarks ZOE WATER and ZOE WATER & Design (logo) (hereafter, collectively referred to as "the Trademark") used in connection with drinking waters, and that it owns any and all rights in and to the Trademark; and

WHEREAS, the Assignor represents that it is using the Trademark in its drinking water business; and

WHEREAS, the Assignor represents that it has not abandoned the Trademark; and

WHEREAS, the Assignor is the owner of a federal registration on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the mark ZOE WATER & Design, Registration No. 3,746,470 in International Class 032 for "drinking waters" (hereafter "the Trademark Registration"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademark and the Trademark Registration to the Assignee, and is desirous of transferring such rights and related goodwill; and

WHEREAS, the Assignee is a successor to a portion of the ongoing and existing business of the Assignor to which the Trademark and the Trademark Registration pertain and is desirous of acquiring the Trademark and the Trademark Registration and the related goodwill.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.0 The Assignor represents and warrants that:
 - 1.1 The Trademark does not violate or infringe any intellectual property, personal or property rights of others, including but not limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;

- 1.2 The Assignor has no knowledge of any threatened or pending claims regarding the Trademark and the Trademark Registration other than those of the Assignor, including but not limited to any claims or threatened claims of infringement of any intellectual property rights, personal or property rights of others, common law right, or privacy rights of others;
 - 1.3 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
 - 1.4 The Assignor is the sole owner of any and all rights, title and interest in and to the Trademark and the Trademark Registration, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 In consideration of a one time payment by Assignee to Assignor of Thirty-Two Thousand, Five Hundred Dollars (\$32,500.) ("Consideration"), the Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademark and the Trademark Registration (and all extensions and renewals of any trademark application and registration resulting therefrom, and all extensions and renewals of the Trademark Registration, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademark and the Trademark Registration and the portion of the business of the Assignor to which the Trademark and the Trademark Registration pertain. The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Trademark and variations thereof (in addition to the above-listed Trademark Registration) and all rights to renewals and extensions for any such trademark registrations.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademark and the Trademark Registration (including without limitation the right to sue for past, present and/or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademark or the Trademark Registration.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademark and the Trademark Registration in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.

- 6.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademark and the Trademark Registration.
- 7.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademark and the Trademark Registrations and to effectuate this Agreement.
- 8.0 The Assignor agrees not to oppose or otherwise challenge Assignee's current application or any future application filed by the Assignee to register the Trademark or any variation thereof, or seek to cancel any registrations resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademark. The Assignor agrees not to use the Trademark, or any variation thereof, as a trade name, trademark, service mark, internet domain name, on any social media, or in any other manner, in connection with any goods or services, including but not limited to any current inventory of the Assignor's Zoe Water.
- 9.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademark and the Trademark Registration, are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademark and the Trademark Registration, or any derivative thereof.
- 10.0 Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby for themselves and their respective shareholders, directors, officers, employees, agents, attorneys, affiliates, divisions, subsidiaries, successors and assigns, jointly and severally, release and forever discharge each other and their shareholders, directors, officers, employees, agents, attorneys, affiliates, divisions, subsidiaries, successors and assigns, jointly and severally, from any and all claims, demands, damages, actions and causes of action, whether arising at law or in equity, arising out of or relating to the use of ZOE WATER in connection with bottled water, from the beginning of the world to the date of this Release, provided, however, that this Release shall not release the Assignor and the Assignee from their rights and obligations under this Agreement.
- 11.0 The Assignor expressly agrees to defend, indemnify and hold the Assignee harmless from any loss, damage, or injury arising out of or based upon any claims, demands or lawsuits alleging in whole or in part violation of trademark or conversion of the Trademark or any part thereof where such claims arise solely out of the Assignor's willful misconduct and where the Assignee is not negligent in whole or part.. Losses under this section shall include, but not be limited to costs, damages and attorneys' fees. Assignor's total liability to Assignee under this Agreement is limited to the Consideration, inclusive of all costs and fees, including attorneys' fees.

- 12.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 13.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 14.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 15.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 16.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to Florida's conflict of laws principles. The Assignee irrevocably agrees that any action, suit or proceeding brought against the Assignor concerning or relating to this Agreement shall only be brought in the state or federal courts located in Miami-Dade County, Florida. The Assignor irrevocably agrees that any action, suit or proceeding brought against the Assignee concerning or relating to this Agreement shall only be brought in the state or federal courts located in Hillsborough County, Florida.
- 17.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.
- 18.0 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile signatures or other electronic means and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademark Agreement" on this 31 day of May, 2014.

STATE OF FLORIDA
COUNTY OF Dade

corp. ZOE GEAR, INC., a Florida

("ASSIGNOR")

By: [Signature]
Name: JUAN JIMENEZ
Title: President

The foregoing Assignment was acknowledged before me this 2nd day of June, 2014, by JUAN JIMENEZ, who is _____ personally known to me or who has produced DL # J 552-432-75-065-0 as identification.

[Signature]
Notary Public (signature)
Sonia A. Bodan
Notary Public (print or type)



Sonia A. Bodan
COMMISSION # EE 132022
EXPIRES: SEP 20, 2015
WWW.KARONNOTARY.com

My commission expires: Sep. 20, 2015

AGUA, VIDA Y NUTRICION, SA de CV,
a United Mexican States corporation
("ASSIGNEE")

By: _____
Name: Cleman Agami
Its: President

STATE OF _____
COUNTY OF _____

The foregoing Assignment was acknowledged before me this _____ day of _____, 2014, by Cleman Agami, who is _____ personally known to me or who has produced _____ as identification.

Notary Public (signature)

Notary Public (print or type)

STATE OF FLORIDA
COUNTY OF _____

ZOE GEAR, INC., a Florida
corp.

(“ASSIGNOR”)

By: _____
Name: JUAN JIMENEZ
Title: President

The foregoing Assignment was acknowledged before me this ____ day of _____, 2014, by JUAN JIMENEZ, who is _____ personally known to me or who has produced _____ as identification.

Notary Public (signature)


Notary Public (print or type)


My commission expires: _____

AGUA, VIDA Y NUTRICION, SA de CV,
a United Mexican States corporation
(“ASSIGNEE”)

By: _____
Name: Cleman Agami
Its: President

WITNESSED BY:

By: 
Name: Brenda Alberto Bedallo
Address: Austral # 52 Col Atlanta
Cuautlan, Izcalli
Telephone: 5873-7163

By: 
Name: Tere Nancy Romano
Address: Av de la Luz #73
Cuautlan, Izcalli
Telephone: 2620 8800