

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SodaHead, Inc.		08/01/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	Prodege, LLC
Street Address:	100 N. Sepulveda Blvd.
Internal Address:	8th Floor
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Limited Liability Company: UNITED STATES CALIFORNIA <i>RK 8/1/14</i>

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3489305	SODAHEAD
Registration Number:	3489306	WHAT'S BUBBLING IN YOUR HEAD?
Registration Number:	3489307	SODAHEAD
Registration Number:	3715651	
Serial Number:	86230441	POLLWARE

CORRESPONDENCE DATA

Fax Number:

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.

Email: info@avadgroup.com
Correspondent Name: Robert Kelly
Address Line 1: 4579 Laclede Ave., #131
Address Line 4: St. Louis, MISSOURI 63108

NAME OF SUBMITTER:	Robert Kelly
SIGNATURE:	/Robert Kelly/
DATE SIGNED:	08/01/2014

Total Attachments: 3

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OP \$140.00 3489305

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is effective as of August 1, 2014, and is hereby entered into by and between SodaHead, Inc., having an address at 15821 Ventura Blvd., Suite 260, Encino, CA 91436 ("Assignor"), and Prodege, LLC, having an address at 100 N. Sepulveda Boulevard, 8th Floor, El Segundo, CA 90245 ("Assignee").

RECITALS

WHEREAS, prior to and as of the date hereof Assignor was and is operating an ongoing and existing business, owns, has adopted, used, intends to use and is using the trademarks set forth on the attached Schedule A in the United States of America, and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said trademarks (collectively, the "Trademark Assets"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Trademark Assets and the portion of Assignor's business to which the Trademark Assets pertain.

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America in, to and under the Trademark Assets, including any and all goodwill associated therewith, all registrations therefore, all common law rights therein, any and all trademark and/or service mark rights related thereto, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Trademark Assets.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademark Assets pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets, or other rights associated with the portion of the business to which the Trademark Assets pertain.

[Signature Page Follows]

WHEREFORE, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed below, on the date indicated.

SodaHead, Inc.



Signature
JASON FEFFER

Print Name
FOUNDER / DIRECTOR

Title
JULY 30, 2014

Date

Prodege, LLC



Signature
Stacey Olcott

Print Name
SVP, Legal + Business Affairs

Title
July 30, 2014

Date

SCHEDULE A

Trademark	Serial No.	Reg. No.
SODAHEAD	77/047,819	3,489,305
WHAT'S BUBBLING IN YOUR HEAD?	77/047,820	3,489,306
SODAHEAD & Design	77/047,828	3,489,307
Stylized Monster Design	77/047,830	3,715,651
POLLWARE	86/230,441	N/A