

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael A Cancelleri		09/18/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Positive Energy Beverages, LLC		
<b>Street Address:</b>	660 Newport Center Drive, Suite 1220		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4452079	POSITIVE ENERGY	
<b>Registration Number:</b>	4511562	JUICE WITH A BOOST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4246450770		
<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>			
<b>Phone:</b>	4242147042		
<b>Email:</b>	tjstrademark@sycr.com		
<b>Correspondent Name:</b>	Thomas J. Speiss, III of Stradling et al		
<b>Address Line 1:</b>	100 Wilshire Boulevard, 4th Floor		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90401		
<b>ATTORNEY DOCKET NUMBER:</b>	102734-0003/0004		
<b>NAME OF SUBMITTER:</b>	Thomas J. Speiss, III		
<b>SIGNATURE:</b>	/Thomas J. Speiss, III/		
<b>DATE SIGNED:</b>	09/23/2014		
<b>Total Attachments: 3</b>			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			
source=Trademark Assignment#page3.tif			

CH \$65.00 4452079

## **1. TRADEMARK ASSIGNMENT**

**WHEREAS**, Michael A Cancelleri, an individual in the United States, with a principal place of business at 31 Snowdrop Tree, Irvine, California 92606 ("Assignor") is the owner of the entire right, title, and interest in and to the trademarks set forth in Exhibit A attached hereto ("Marks"); and,

**WHEREAS**, Positive Energy Beverages LLC, a California limited liability company, with a principal place of business at 660 Newport Center Drive, Suite 1220, Newport Beach, California 92660 ("Assignee") desires to acquire all right, title, and interest in and to the Marks together with the goodwill represented by, associated with, connected with, and symbolized by the Marks throughout the world.

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

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks throughout the world together with the goodwill represented by, associated with, connected with, and symbolized by the Marks, together with all common law rights thereto including the right to apply for the trademark domain name, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the Marks, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representative as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made.

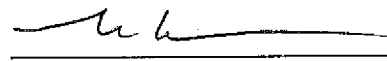
2. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey, and assign to Assignee and to confirm Assignee's title to the Marks and any and all applications and registrations therefor, and to assist Assignee in exercising all rights with respect thereto.

3. This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives, and all others acting by, through, with or under their direction, and all those in privity therewith.

4. Assignee shall record this Assignment with the United States Patent and Trademark Office.

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representative on the date shown below.

**Michael A. Cancelleri**



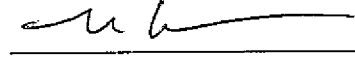
Signature

Name: Mike Cancelleri

Title: \_\_\_\_\_

Date: 9/10/14

**Positive Energy Beverages LLC**



Signature

Name: Mike Cancelleri

Title: CEO

Date: 9/10/14

**EXHIBIT A**

<b>Mark</b>	<b>Registration No.</b>
POSITIVE ENERGY	4,452,079
JUICE WITH A BOOST	4,511,562