

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361336

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900341617		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moon Juice, LLC		09/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Moon Juice Ventures, LLC		
Street Address:	3771 Las Flores Court		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90034		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4337381	MOON JUICE	
Serial Number:	86496552	MOON JUICE	
Serial Number:	86478933	MOON DUST	
Serial Number:	86387186	HOUSE OF MOON	
CORRESPONDENCE DATA			
Fax Number:	3102015219		
<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:	310-201-5240		
Email:	jlarkin@seyfarth.com, jjacobs@seyfarth.com		
Correspondent Name:	Seyfarth Shaw LLP		
Address Line 1:	2029 Century Park East, Suite 3500		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3021		
ATTORNEY DOCKET NUMBER:	061542-000003		
NAME OF SUBMITTER:	Joan Kupersmith Larkin		
SIGNATURE:	/Joan Kupersmith Larkin/		
DATE SIGNED:	11/05/2015		

Total Attachments: 10

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Address Line 4:	Los Angeles, CALIFORNIA 90067-3021		
ATTORNEY DOCKET NUMBER:	061542-000003		
NAME OF SUBMITTER:	Joan Kupersmith Larkin		

Signature:	/Joan Kupersmith Larkin/
Date:	10/21/2015
Total Attachments: 5 source=061542_000003_Assignment#page1.tif source=061542_000003_Assignment#page2.tif source=061542_000003_Assignment#page3.tif source=061542_000003_Assignment#page4.tif source=061542_000003_Assignment#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM359421
Receipt Date:	10/21/2015
Fee Amount:	\$115

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**Electronic Trademark Assignment System**

Confirmation Receipt

Your assignment has been received by the USPTO.
 The coversheet of the assignment is displayed below:

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NAME OF SUBMITTER:	Joan Kupersmith Larkin
Signature:	/Joan Kupersmith Larkin/
Date:	10/21/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of September 2, 2015 by and between Moon Juice, LLC, a Delaware limited liability company ("Assignor"), and Moon Juice Ventures, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Limited Liability Company Agreement, dated September 2, 2015, by and among Assignor, Assignee and the other parties thereto (as the same may hereafter be modified, amended and/or amended and restated, as the case may be, from time to time in accordance with its terms, the "Company Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademark applications and registrations set forth on Schedule A attached hereto, including all formatives and variations thereof, all stylizations thereof, all logos and designs associated therewith, and all common law rights therein (collectively, the "Trademarks"), together with the ongoing and existing business appurtenant thereto and the goodwill of Assignor's business connected with and symbolized by the Trademarks, all causes of action (either in law or in equity) and the right to sue, counterclaim, prosecute, take action and recover for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and certain other assets being assigned under that certain Contribution Agreement by and between Assignee and Assignor dated as of even date herewith (the "Contribution Agreement");

WHEREAS, pursuant to the Company Agreement and the Contribution Agreement, Assignor desires to irrevocably contribute, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the ongoing and existing business appurtenant thereto and the goodwill of Assignor's business connected with and symbolized by the Trademarks, all causes of action (either in law or in equity) and the right to sue, counterclaim, prosecute, take action and recover for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Company Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks, in the United States and throughout the world, together with the ongoing and existing business appurtenant thereto and the goodwill of the Assignor's business connected with and symbolized by the Trademarks, including, without limitation, all common law rights therein, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations in the United States

and throughout the world based in whole or in part upon the Trademarks (including all modifications, derivations, variations and formatives thereof), all causes of action (either in law or in equity) and the right to sue, counterclaim, prosecute, take action and recover for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to any such infringement, and any priority right that may arise from any such Trademarks, free and clear of any claims of others including Assignor (the "Assignment").

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO"), the Office for the Harmonization of the Internal Market (the "OHIM"), and with any other corresponding offices in other jurisdictions throughout the world, if necessary or desirable, and the parties hereby authorize the PTO, the OHIM and such other offices to record this Agreement.

3. No Challenge. Assignor agrees not to challenge, assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in, to and under the Trademarks or to the validity of Assignee's rights therein.

4. Further Assurances. At all times following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver any and all documents and other instruments of conveyance, assignment, transfer, and delivery, and shall take or cause to be taken any and all other actions as Assignee (including its successors and assigns, and all of their respective legal representatives and nominees) may reasonably request in order to consummate, complete, carry out, evidence or give effect to this Agreement or any of the transactions contemplated by this Agreement.

5. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, to take any action, including to create, execute and record any instrument or other documentation, that may be necessary or desirable to register, effectuate, validate, record, obtain, prosecute, maintain, secure, perfect, evidence, enforce or defend this Agreement and Assignee's rights in, to or under the Trademarks.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or "Portable Document Format" copy of a signature shall have the same force and effect as an original signature.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction)

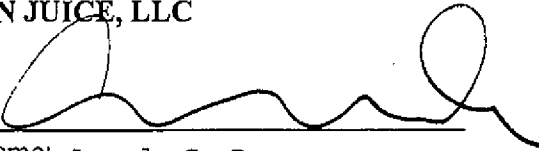
that would cause the application of laws of any jurisdiction other than those of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

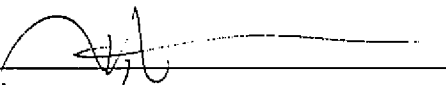
ASSIGNOR:

MOON JUICE, LLC

By: 
Name: Amanda C. Bacon
Title: President

ASSIGNEE:

MOON JUICE VENTURES, LLC

By: 
Name: Jay Sugarman
Title: Manager

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Schedule A

Trademarks

<u>Country / Jurisdiction</u>	<u>Mark</u>	<u>Application / Registration No.</u>
U.S.	MOON JUICE	Registration No. 4,337,381
U.S.	MOON JUICE	Application No. 86/496,552
U.S.	MOON DUST	Application No. 86/478,933
U.S.	HOUSE OF MOON	Application No. 86/387,186
European Community Trade Mark	MOON JUICE	CTM Application No. 13866728