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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM362976

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blue Sky Natural Beverage Co.		06/12/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	The Coca-Cola Company
Street Address:	One Coca-Cola Plaza
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30313
Entity Type:	CORPORATION: DELAWARE

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2445076	BLACK CHERRY CHERISH
Registration Number:	2214762	BLUE SKY
Registration Number:	2510956	NEW CENTURY COLA
Registration Number:	2445075	ORANGE DIVINE

### **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: abates@bates-bates.com, kdawson@bates-bates.com

Correspondent Name: Andrea E. Bates

Address Line 1: 1890 Marietta Blvd NW
Address Line 4: Atlanta, GEORGIA 30318

NAME OF SUBMITTER:	Andrea E. Bates
SIGNATURE:	/Andrea E. Bates/
DATE SIGNED:	11/19/2015

**Total Attachments: 4** 

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# RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

# [United States of America]

This Intellectual Property Assignment Agreement (this "IP Assignment"), is dated and effective as of June 12, 2015, by and among BLUE SKY NATURAL BEVERAGE CO., a Delaware corporation (the "Assignor"), and THE COCA-COLA COMPANY, a Delaware corporation ("TCCC").

WHEREAS, Assignor has conveyed, transferred and assigned to TCCC, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. <u>Assignment.</u> Assignor, on its behalf and on behalf of its subsidiaries, hereby irrevocably conveys, transfers and assigns to TCCC, and TCCC hereby accepts, all of Assignor's and its subsidiaries' right, title and interest in and to the following (the "<u>Assigned IP</u>"):
- (a) The trademarks, service marks, names, corporate names, trade names, logos, slogans, trade dress, design rights and other similar designations of source or origin set forth in Schedule 1 hereto, together with the goodwill symbolized by any of the foregoing (the "Assigned Trademarks") as successor to the business of Assignor to which the Assigned Trademarks pertain;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (c) any and all rights to sue and collect damages, royalties and payments for past, present and future infringement, misappropriation or other violation thereof.
- 2. <u>Recordation.</u> Assignor, on its behalf and on behalf of its subsidiaries, and TCCC, as applicable, authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other patent and trademark offices and other similar authorities anywhere in the world to record and register this IP Assignment upon request by TCCC, respectively.
- 3. <u>Counterparts and Execution.</u> This IP Assignment may be executed in two or more counterparts, all of which when taken together will be considered one and the same agreement and will become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail

delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the 4. benefit of the parties hereto their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

BLUE SKY NATURAL BEVERAGE CO.

Title: Chairman and chief Executive Officer

THE COCA-COLA COMPANY

2-11-12 Name: Yoo-Sun Park

Title: Senior Managing Trademark & Design

Counsel

# SCHEDULE 1

# ASSIGNED TRADEMARKS

See attachment.

COUNTRY	MARK	APP. NO.	REG. NO
United States of America B	BLACK CHERRY CHERISH	75/703208	2445076
United States of America B	BLUE SKY	75/437403	2214762
United States of America N	NEW CENTURY COLA	75/703146	2510956
United States of America 0	ORANGE DIVINE	75/703147	2445075

TRADEMARK REEL: 005672 FRAME: 0595

**RECORDED: 11/19/2015**