

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beverage Innovations (International) Ltd.		10/30/2015	LIMITED LIABILITY COMPANY: BAHAMAS
RECEIVING PARTY DATA			
Name:	Lemon-X Corporation		
Street Address:	168 Railroad Street		
City:	Huntington Station		
State/Country:	NEW YORK		
Postal Code:	11746		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85601542	COCO TROPICS	
Serial Number:	86750005	TIKI TROPICS	
Serial Number:	77210507	TROPICS	
Serial Number:	86272928	TROPICS REFRESHERS	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	913-451-5100		
Email:	ipdocketing@lathropgage.com		
Correspondent Name:	A. Justin Poplin		
Address Line 1:	10851 Mastin., Bldg. 82,Ste.1000		
Address Line 4:	Overland Park, KANSAS 66210-1669		
ATTORNEY DOCKET NUMBER:	575797		
NAME OF SUBMITTER:	A. Justin Poplin		
SIGNATURE:	/A. Justin Poplin/		
DATE SIGNED:	11/19/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of October 30, 2015, is by Beverage Innovations (International) Ltd., an international business company formed under the laws of the Bahamas ("Assignor") in favor of Lemon-X Corporation, a New York corporation ("Assignee").

WHEREAS, Assignor has adopted, owns and continuously uses the common law and/or registered marks identified in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks") in the United States of America, in the Bahamas, in Peru, and in the European Union (collectively, the "Territories");

WHEREAS, in connection with the Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, ProPack Ltd., a limited liability company formed under the laws of the Bahamas, and Assignee (the "Agreement"), Assignee has obtained from the Assignor all rights, title, and interests in and to the Marks and the goodwill of the business connected with and symbolized by the Marks; and

WHEREAS, the Parties desire to further memorialize said assignment of the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **Assignment.** Assignor does hereby irrevocably sell, transfer, assign, convey and deliver to Assignee all the past, present, and future rights, titles, and interests in and to the Marks, together with the goodwill of the business connected with and symbolized by the Marks, and including all common law and statutory rights associated with the foregoing in the Territories, as well as all registrations, applications for registration, renewals and extensions of the Marks in the Territories, all rights to register, protect, enforce, defend, and recover from the enforcement or defense of the Marks in the Territories, including but not limited to all claims for damages by reason of past infringements of the Marks, with the right to sue and collect therefore, and all other rights of every kind and nature whatsoever arising from or in connection with the Marks in the Territories.

2. **Further Assurances; Limited Power of Attorney.** Assignor shall, at Assignee's expense, execute such further documents and instruments, and take shall take further actions in connection with such further documents and instruments, which are reasonably necessary to effectuate the terms, conditions and intent of this Trademark Assignment (including, without limitation and by way of example only, any additional short-form trademark assignments or transfers concerning the Marks, and applications for registration of the Marks in Assignee's name). IF ASSIGNOR FAILS OR IS UNABLE TO EXECUTE ANY SUCH FURTHER DOCUMENTS OR INSTRUMENTS, THEN ASSIGNOR DOES HEREBY APPOINT ASSIGNEE AS ASSIGNOR'S IRREVOCABLE LIMITED ATTORNEY-IN-FACT TO EXECUTE SUCH FURTHER DOCUMENTS OR INSTRUMENTS AND TO UNDERTAKE REQUISITE, FURTHER, ACTIONS IN CONNECTION WITH THE PURPOSE OF SUCH FURTHER DOCUMENTS AND INSTRUMENTS.

3. **Governing Law.** Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed in all

respects, including validity, interpretation and effect by the substantive laws of the State of Delaware, without regard to conflict of law provisions.

4. **Miscellaneous.** If any provision of this Trademark Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Trademark Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Trademark Assignment; and the remaining provisions of this Trademark Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Trademark Assignment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Trademark Assignment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. The provisions of this Trademark Assignment shall survive the closing of the transactions contemplated hereby.

5. **Conflicts.** The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

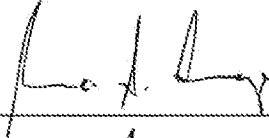
6. **Binding Effect.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Trademark Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment may be executed and delivered by facsimile signature or by electronic mail in portable document format (PDF) or similar image format and shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Until and unless each party has received a counterpart hereof signed by the other party, this Trademark Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment is entered into by Assignor as evidenced by its signature below, and shall be deemed effective as of the date first written above.

**ASSIGNOR: Beverage Innovations
(International) Ltd.**

By: 
Print Name: Marc A. Lunge
Title: President

ASSIGNEE: Lemon-X Corporation

By: _____
Print Name: _____
Title: _____

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005672 FRAME: 0772**

IN WITNESS WHEREOF, this Trademark Assignment is entered into by Assignor as evidenced by its signature below, and shall be deemed effective as of the date first written above.

**ASSIGNOR: Beverage Innovations
(International) Ltd.**

By: _____

Print Name: _____

Title: _____

ASSIGNEE: Lemon-X Corporation

By: 

Print Name: **Christopher McRorie**
Vice President, General Counsel & Secretary

Title: _____

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005672 FRAME: 0773**

EXHIBIT A

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Date Filed</u>
Beverage Innovations (International) Ltd.	COCO TROPICS	• 85601542	• 2/11/14 • (Reg. Number 4481748)	• 4/18/12
Beverage Innovations (International) Ltd.	TIKI TROPICS	• 86750005	• N/A	• 9/8/15
Beverage Innovations (International) Ltd.	TROPICS	• 77210507	• 7/8/08 • (Reg. Number 3463709)	• 6/20/07
Beverage Innovations (International) Ltd.	TROPICS	• 011649035	• 6/12/14 • (EU Reg. Number 11649035)	• 3/12/13
Beverage Innovations (International) Ltd.	TROPICS REFRESHERS	• 86272928	• 9/8/15 • (Reg. Number 4809611)	• 5/6/14
Beverage Innovations (International) Ltd. ¹	TROPICS MIXOLOGY AND DESIGN	• 0605392-2015	• 8/20/15 (Peru Reg. Number 0605392-2015)	

¹ The registration certificate for this mark is attached hereto as Appendix I to this Trademark Assignment.

APPENDIX I