

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363487

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900344748		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dawn Wilson		10/23/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	LX/JT Intermediate Holdings, Inc.		
Street Address:	300 Crescent Court, Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3700448	BEVOLUTION	
Registration Number:	3741226	BEVOLUTION	
Registration Number:	3632182	BEVOLUTIONIST	
Registration Number:	3632181	BEVOLUTIONARY	
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:	Amy Brozenic		
Address Line 1:	10851 Mastin., Bldg. 82, Ste.1000		
Address Line 4:	Overland Park, KANSAS 66210-1669		
ATTORNEY DOCKET NUMBER:	572498		
NAME OF SUBMITTER:	Amy Brozenic		
SIGNATURE:	/Amy Brozenic/		
DATE SIGNED:	11/24/2015		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Agreement*") is effective as of October 23, 2015 (the "*Effective Date*"), and is by and between Dawn Wilson, an individual having an address of 323 S. REEVES DR. BH, CA 90212 (the "*Assignor*"), and LX/JT Intermediate Holdings, Inc., a Delaware corporation having an address of 300 Crescent Court, Suite 550, Dallas, TX 75201 (the "*Assignee*").

WHEREAS, Assignor is the owner of the mark BEVOLUTION and variations thereof used in connection with beverages and other goods related thereto, and the corresponding trademark registrations as set forth on **Schedule A** (collectively, the "*Marks*");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee all right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns to Assignee all right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks; all registrations and applications for the Marks, including those set forth on Schedule A, and any other registrations that may issue to Assignor for the Marks, and any renewals thereof, and all common law rights associated with the Marks; the right to sue or otherwise recover for any and all past, present and future infringement or dilution of the Marks; all income, royalties, damages, and other payments now and hereafter due and payable with respect to the Marks; and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder.
2. Assignee shall pay Assignor a one-time payment of \$5000 within five (5) business days of the Effective Date.
3. Assignor represents and warrants to Assignee that: (a) Assignor is the sole and lawful owner of the Marks; (b) Assignor has the sole and exclusive right to assign the Marks as set forth in this Agreement; (c) Assignor transfers the Marks free and clear of all liens and encumbrances; and (d) the execution, delivery, and performance of this Agreement does not violate any agreement, understanding, or duty by which Assignor is bound. Assignor agrees to indemnify, defend, and hold Assignee and its successors, agents, assignees, licensees, insurers, directors, officers, and employees harmless from any and all claims and liabilities arising out of or resulting from any breach of these representations and warranties.
4. Assignor shall not challenge Assignee's ownership of or validity of the Marks, or do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way impair any right, title, or interest of Assignee in the Marks.
5. Assignor will execute and deliver to Assignee any and all additional documents and instruments of sale, transfer, conveyance, and assignment that Assignee reasonably

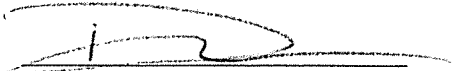
requests, and Assignor will generally do all other lawful acts deemed necessary by Assignee to carry out the terms of this Agreement. This includes but is not limited to promptly executing and delivering to Assignee or its legal representatives any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, and enforce registrations for the Marks.

6. Assignor and Assignee acknowledge that this Agreement does not create any agency, employment or partnership relationship between the parties.
7. The parties agree not to perform any act detrimental to the reputation of either party or its successors and assigns, or detrimental to the value of any product or service contemplated by this Agreement.
8. This Agreement is an integration that contains the entire understanding between the parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of all the parties. This Agreement shall prevail over all prior communications between and among the parties or their representatives regarding the matters addressed herein.
9. The parties expressly agree that this Agreement shall not be construed against any party on the ground that such party was responsible for the preparation of this Agreement, or on any related ground. All terms contained herein shall be construed as singular, plural, masculine, feminine, or neuter, as context requires. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
10. Should any provision of this Agreement be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect, so long as the original intent of this Agreement remains substantially intact.
11. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the federal and state courts located in the Northern District of Texas, and each party irrevocably submits to the jurisdiction of such courts.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed and delivered as of the date last written below.

SIGNATURE PAGE FOLLOWS

Dawn Wilson

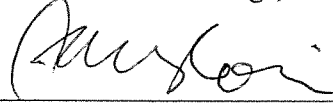


Signature

Dawn Wilson
Printed Name

OCTOBER 23, 2015
Date

LX/JT Intermediate Holdings, Inc.



Signature

Christopher McKerie
Printed Name

General Counsel
Title

11/6/15
Date

SCHEDULE A

MARK	COUNTRY	REGISTRATION NO.	GOODS
BEVOLUTION	United States	3,700,448	<p><u>Class 18:</u> Umbrella, parasols</p> <p><u>Class 25:</u> Clothing, namely, shirts, sweatshirts, headwear, namely, hats, caps and bandannas</p> <p><u>Class 32:</u> Non-alcoholic beverages, namely, fruit drinks, fruit flavored drinks, energy drinks and sports drinks</p>
BEVOLUTION	United States	3,741,226	<p><u>Class 30:</u> Coffee, tea, beverages made of coffee, beverages made of tea</p> <p><u>Class 32:</u> Non-alcoholic beverages, namely, soft drinks</p>
BEVOLUTIONIST	United States	3,632,182	<p><u>Class 32:</u> Non-alcoholic beverages, namely, concentrates, syrups used in the preparation of energy, nutritional, soft or sports drinks; energy drinks, fruit flavored drinks, and syrups for beverages</p>
BEVOLUTIONARY	United States	3,632,181	<p><u>Class 32:</u> Non-alcoholic beverages, namely, concentrates, syrups used in the preparation of energy, nutritional, soft or sports drinks; energy drinks, fruit flavored drinks, and syrups for beverages</p>