

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM363762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Para Ventures Corporation		11/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nutraceutical Brews For Life, Inc.		
Street Address:	550 Chaparral Court		
City:	Altadena		
State/Country:	CALIFORNIA		
Postal Code:	91001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4653093	DR. JEKYLL'S	
Registration Number:	4653094	BIO BEER	
Registration Number:	4733069	DON'T BE A HYDE, DRINK RESPONSIBLY	
Registration Number:	4805053	TRULY ODD, YET ODDLY DELICIOUS	
Registration Number:	4805331	BEER BELLY	
Registration Number:	4805332		
CORRESPONDENCE DATA			
Fax Number:	4153917124		
<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:	415-354-0100		
Email:	iboydpto@harveysiskind.com		
Correspondent Name:	Ian K. Boyd, HARVEY SISKIND LLP		
Address Line 1:	Four Embarcadero Center, 39th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4115		
ATTORNEY DOCKET NUMBER:	984.000		
NAME OF SUBMITTER:	Ian K. Boyd		
SIGNATURE:	/Ian K. Boyd/		
DATE SIGNED:	11/25/2015		

OP \$165.00 4653093

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective as of the last date written below (the “**Effective Date**”), is made by Para Ventures Corporation (“**Assignor**”), a Delaware Corporation, located at 550 Chaparral Court, Altadena, California 91001, and Nutraceutical Brews For Life, Inc. (“**Assignee**”), a Delaware Corporation, located at 550 Chaparral Court, Altadena, California 91001.

Whereas, Assignor is the owner of certain trademarks and appurtenant goodwill associated with the goods and services associated with offering alcoholic beverages under the DR. JEKYLL’S trademark and associated trademarks, including, without limitation, the trademarks reflected in the federal trademark registrations and trademark applications set forth on **Schedule 1** hereto; and

Whereas, Assignee has been Assignor’s oral licensee of those certain trademarks, for the purpose of offering such alcoholic beverage under such trademarks, since Assignee’s date of incorporation on May 5, 2011; and

Whereas, Assignor now wishes to convey, transfer and assign to Assignee those certain trademarks, and wishes to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services associated with the offering of goods and services associated with alcoholic beverages under the DR. JEKYLL’S trademarks and associated trademarks, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in Paragraph 1(b) hereof), (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of Paragraph 1(a), the trademarks, trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications shall not be effective until the expiration of any period during which the assignment would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) registrations of all internet domain names set forth on **Schedule 2** hereto, whether or not incorporating Assignor's trademarks, registered to Assignor or its agents, in any generic top level domain by any authorized private registrar or governmental authority;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the Effective Date:

(a) All required filings and fees related to the trademark registrations and applications listed on **Schedule 1** hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

4. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

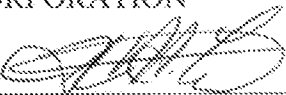
(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this
Trademark Assignment as of the Effective Date.

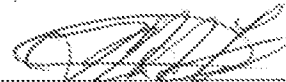
PARA VENTURES
CORPORATION

By 

Name: Tom Costa
Title: Chief Executive Officer
Date: 11-9-15

AGREED TO AND ACCEPTED:


NUTRACEUTICAL BREWS FOR
LIFE, INC. DBA DR. JEKYLL'S

By 

Name: Tom Costa
Title: President & CEO
Date: 11-9-15

SCHEDULE 1

ASSIGNED TRADEMARKS

MARK	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
Dr. Jekyll Logo 	08/20/14	86372804	09/01/15	4805332
DR. JEKYLL'S	10/29/10	85165320	12/09/14	4653093
BEER BELLY	08/20/14	86372785	09/01/15	4805331
BIO BEER	10/29/10	85165329	12/09/14	4653094
DON'T BE A HYDE, DRINK RESPONSIBLY	04/22/14	86259635	05/05/15	4733069
TRULY ODD, YET ODDLY DELICIOUS	05/21/14	86288072	09/01/15	4805053

SCHEDULE 2
ASSIGNED DOMAIN NAMES

www.drjekylls.com