

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368872

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amazon Preservation Partners, Inc.		01/11/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APP, LLC		
<b>Street Address:</b>	1501-A Vermont Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3303759	ZOLA	
<b>Registration Number:</b>	4819716	ZOLA	
<b>Registration Number:</b>	4819717	ZOLA FRUITS OF THE WORLD	
<b>Registration Number:</b>	4401106	ZOLA FRUITS OF THE WORLD	
<b>Registration Number:</b>	4197797	COCO-HYDRATION	
<b>Registration Number:</b>	3714904	DRINK ZOLA. LIVE BETTER.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	617.951.7000		
<b>Email:</b>	trademarks@ropesgray.com		
<b>Correspondent Name:</b>	Elizabeth R. Langton, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704		
<b>ATTORNEY DOCKET NUMBER:</b>	105008-0007		
<b>NAME OF SUBMITTER:</b>	Elizabeth R. Langton		
<b>SIGNATURE:</b>	/Elizabeth R. Langton/		
<b>DATE SIGNED:</b>	01/12/2016		

CH \$165.00 3303759

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of January 11, 2016, is entered into between Amazon Preservation Partners, Inc., a Delaware corporation, with a business address of 1501-A Vermont Street, San Francisco, California 94107 (the "Assignor"), and APP, LLC, a Delaware limited liability company, with a business address of 1501-A Vermont Street, San Francisco, California 94107 (the "Assignee").

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of January 11, 2016 (the "Purchase Agreement"), pursuant to which Assignee (i) has acquired from Assignor, all right, title, and interest in the trademark registrations and applications identified in the attached Schedule A, together with any and all goodwill and common law rights of Assignor in the trademarks that are the subject of such registrations and applications (collectively referred to as the "Trademarks"), and (ii) has become the successor to Assignor's business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate.

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

1. Assignment of Rights. The Assignor, for good and valuable consideration received, hereby sells, assigns, and transfers to the Assignee, its successors, and assigns, all rights, title, and interests in and to:

- a. the Trademarks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- b. the goodwill of the business symbolized by such Trademarks, together with Assignor's business or that portion thereof to which the Trademarks pertain;
- c. the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademarks;
- d. the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Trademarks; and
- e. all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.

2. Terms of Purchase Agreement. Nothing herein is intended to, nor shall it, limit or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Purchase Agreement or the survival thereof or limits thereon.

3. Authorization. Assignor hereby authorizes and requests the competent authorities to record this Agreement and to grant and issue any and all registrations of the Trademarks throughout

the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Agreement not been made.

4. Successors and Assigns. This Assignment shall be binding upon and be enforceable against the Assignor and its respective successors and permitted assigns and shall inure to the benefit of and be enforceable by the Assignee and its successors and permitted assigns.

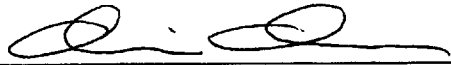
5. Governing Law. The interpretation, construction and enforcement of this Assignment, and all matters relating to it, will be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original and all of which taken together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first set forth above.

**AMAZON PRESERVATION PARTNERS, INC.**

By:   
Name: Chris Couvlie  
Title: CEO

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Amazon Preservation Partners, Inc., on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

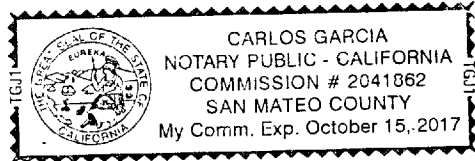
State of California  
County of San Mateo

On January 9<sup>th</sup>, 2016 before me, Carlos Garcia, Notary Public  
(insert name and title of the officer)

personally appeared Chris Cavalier  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



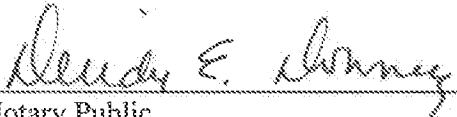
Signature Carlos Garcia (Seal)

APP, LLC

By:   
Name: Allan Karp  
Title: Authorized Signatory

STATE OF New York COUNTY OF New York

The foregoing instrument was acknowledged before me this 8th day of January, 2016, by Allan Karp, the authorized signatory of APP, LLC, on behalf of said company. He/~~she~~ is personally known to me ~~or produced~~ no identification.

  
Notary Public

Deirdre E. Donnelly  
Typed, printed or stamped name of Notary Public

My Commission Expires: 9-23-17

DEIRDRE E. DONNELLY  
Notary Public State of New York  
No. 4986729  
Qualified in Nassau County  
Term Expires September 23, 2017

**SCHEDULE A**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>
Zola	U.S.	78651120	3303759
Zola	U.S.	86446503	4819716
Zola Fruits of the World	U.S.	86446522	4819717
Zola Fruits of the World	U.S.	85614361	4401106
Coco-Hydration	U.S.	85511666	4197797
Drink Zola. Live Better.	U.S.	77724145	3714904