

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM370022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunny Delight Beverages Co.		12/29/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Alton Johnson		
Street Address:	220 San Vicente Blvd. #601		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90402		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86352095	BOSSA NOVA	
Serial Number:	86620667	BOSSA NOVA SUPERFRUIT	
Registration Number:	4026475	BOSSA NOVA THE SUPERFRUIT COMPANY	
Registration Number:	2813673	BOSSA NOVA	
Registration Number:	3615299	BOSSA NOVA SUPERFRUIT	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312.372.2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, rclagg@mwe.com, cvicino@mwe.com,		
Correspondent Name:	Carolyn M. Vicino		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	71883-010 JMM/CMV		
NAME OF SUBMITTER:	Carolyn M. Vicino		
SIGNATURE:	/Carolyn M. Vicino/		
DATE SIGNED:	01/21/2016		

CH \$140.00 86352095

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of December 29, 2015, by and between Sunny Delight Beverages Co., a Florida corporation, located at 10300 Alliance Road, Suite 500, Cincinnati, Ohio 45242, U.S.A. (the "Assignor"), and Alton Johnson, an individual, located at 220 San Vicente Blvd. #601, Santa Monica, CA 90402 (the "Assignee"; Assignor and Assignee are sometimes each referred to as a "party" and collectively as the "parties").

WHEREAS, the Assignor owns the trademark assets listed on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Trademarks"); and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Trademarks to the Assignee, and the Assignee desires to acquire the Trademarks in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for \$1.00 U.S. dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns all right, title and interest, in and to the Trademarks, free and clear of all liens, including:

- a) All registrations and pending applications for the Trademarks, any renewals of the registrations, and any common law rights in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made;
- b) All causes of action for any and all previously occurring infringement of the rights in the Trademarks being assigned, and the right to receive and retain the proceeds relating to those infringements;
- c) The right to assign or license the Trademarks;
- d) All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Trademarks;
- e) All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Trademarks; and
- f) The right to sue for all damages; including past and future damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. The Assignor requests that the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as any counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, record this Trademark Assignment. Assignor will pay the initial government filing fees associated with the recordation requests and any attorney fees associated with the preparation and filing of the recordation request; Assignee will pay any further costs incurred by foreign counsel in connection with the recordation request. The Assignor further requests that the Commissioner and any non-US counterparts issue any and all renewals and registrations resulting from applications to the Assignee.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Trademarks in the Assignee or that may be necessary to obtain, renew, issue or enforce the Trademarks.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original, but all of which together shall constitute one and the same instrument.

5. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default or breach of covenant.

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

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Sunny Delight Beverages Co.

By: Timothy S. Volkening
Name: Timothy S. Volkening
Title: VICE PRESIDENT

ASSIGNEE:

Alton Johnson

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Sunny Delight Beverages Co.

By: _____

Name:

Title:

ASSIGNEE:



Alton Johnson

Schedule A

Trademarks

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
Brazil	BOSSA NOVA	831.105.771	04-Jul-11			Sunny Delight Beverages Co.
Brazil	BOSSA NOVA	831.105.763	04-Jul-11			Sunny Delight Beverages Co.
Brazil	BOSSA NOVA	831.105.755	04-Jul-11			Sunny Delight Beverages Co.
Canada	BOSSA NOVA	1327635	01-Dec-06	TMA711892	15-Apr-08	Sunny Delight Beverages Co.
Canada	BOSSA NOVA SUPERFRUIT	1411990	29-Sep-09	TMA843182	13-Feb-13	Sunny Delight Beverages Co.
Canada	BOSSA NOVA THE SUPERFRUIT COMPANY	1411989	29-Sep-09	TMA835840	06-Nov-12	Sunny Delight Beverages Co.
U.S.	BOSSA NOVA	86/352095	30-Jul-14			Sunny Delight Beverages Co.
U.S.	BOSSA NOVA SUPERFRUIT	86/620667	06-May-15			Sunny Delight Beverages Co.
U.S.	BOSSA NOVA THE SUPERFRUIT COMPANY	77/572411	17-Sep-08	4026475	13-Sep-11	Sunny Delight Beverages Co.
U.S.	BOSSA NOVA	76/355524	3-Jan-02	2813673	10-Feb-04	Sunny Delight Beverages Co.
U.S.	BOSSA NOVA SUPERFRUIT	77/572408	17-Sept-08	3615299	5-May-09	Sunny Delight Beverages Co.