

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377825

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900357318

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drip Drop (assignment for the benefit of creditors), LLC		02/12/2016	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Drip Drop Hydration Inc.
<b>Street Address:</b>	469 Coloma St.
<b>City:</b>	Sausalito
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94965
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	86071770	
<b>Serial Number:</b>	77509484	DRIP DROP
<b>Serial Number:</b>	77894826	SAFE, SIMPLE, AND STANDARDIZED
<b>Serial Number:</b>	77906508	RX
<b>Serial Number:</b>	85002432	PROTOCOL
<b>Serial Number:</b>	85150839	DRIP DROP: THE VITAL SOLUTION
<b>Registration Number:</b>	4110969	DRIP DROP
<b>Serial Number:</b>	85309447	PROTOCOL
<b>Registration Number:</b>	3932601	DRIPDROP

## CORRESPONDENCE DATA

Fax Number: 4152687522

*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.*

Phone: 415-268-7000

Email: ksamia@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: 425 Market Street

Address Line 2: c/o Morrison &amp; Foerster LLP

<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	58651-3
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor
<b>SIGNATURE:</b>	/JLT2/
<b>DATE SIGNED:</b>	03/24/2016
<b>Total Attachments: 6</b> source=underlying doc#page1.tif source=underlying doc#page2.tif source=underlying doc#page3.tif source=underlying doc#page4.tif source=underlying doc#page5.tif source=underlying doc#page6.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Assignment") is made as of February 12, 2016 (the "Effective Date"), by and between Drip Drop (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Drip Drop, Inc. (the "Seller"), and Drip Drop Hydration Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of February 12, 2016, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

Drip Drop (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of Drip Drop, Inc.

By: 

Name: MICHAEL S. MANDY

Title: MGR.

Drip Drop Hydration Inc., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.


**DripDrop (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of Drip Drop, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Drip Drop Hydration Inc., a Delaware corporation**

By: 

Name: Jean-Michel Valette

Title: Co-President

**Schedule A**

***Trademarks***

(See attached.)

Trademark Assignment  
sf-3622322

Design Marks

Docket No.	Country	Mark	Status	Serial No.	Reg. No.	Class
72328-6001.301	China	Drip Drop Logo	Provisional Refusal Response to Provisional Refusal Due: 02/27/15	IR1204560		Class 05
	Canada					
72328-6001.302	European Community*	Drip Drop Logo	Madrid Ext - Pending protection Opposition Period Expires: 03/06/2015	IR1204560		Class 05 Class 32
	India					
72328-6001.303	Israel	Drip Drop Logo	Madrid Ext - Provisional Refusal Period	IR1204560		Class 05 Class 32
72328-6001.304	Japan	Drip Drop Logo	Statement of Grant of Protection Issued Renewal Due: 03/20/2024	IR1204560	IR1204560	Class 05 Class 32
	Mexico					
	South Africa					
72328-6001.305	Singapore	Drip Drop Logo	Madrid Ext - Pending Protection	IR1204560		Class 05 Class 32
	UAE					
72328-6001.000	US	Drip Drop Logo	Allowed - Intent to Use Statement of Use/EOT1 Due: 03/02/2015	86/071,770		Class 05 Class 32

\* European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.

Word Marks:

Docket No.	Country	Mark	Status	Serial No.	Reg. No.	Class
4001.AU05	Australia	Drip Drop	Published 10/11/20 - Renewal Due	1390153	1390153	Class 05
4001.BR05	Brazil	Drip Drop	Pending 02/08/11 - Application Published	not yet known		Class 05
4001.CN05	China	Drip Drop	Published 11/13/21 - Renewal Due	8790343	8790343	Class 05
	Canada					
4001.EU05	European Community*	Drip Drop	Published 08/11/20 - Renewal Due	9306771	9306771	Class 05
4001.EU05	India	Drip Drop	Pending	2042557		Class 05 Class 21
	Israel					
	Japan					
	Mexico					
4001.PK05	Pakistan	Drip Drop	03/21/12 - Response to Notice of Deficiency filed	289970		Class 05
	Singapore					
4001.ZA05	South Africa	Drip Drop	Pending	2010/23293		Class 05
	UAE					
4001.US05	US	Drip Drop	11/07/11 - Notice of Abandonment mailed	77/509,484		Class 05 Class 10
4002.US05	US	Safe, Simple and Standardized	08/29/11 - Notice of Abandonment mailed	77/894,826		Class 05 Class 10
4003.US05	US	RX and Stylized Logo	10/14/10 - Notice of Abandonment mailed	77/906,508		Class 05 Class 10
4004.US05	US	Protocol	05/31/11 - Notice of Abandonment mailed	85/002,432		Class 05
4006.US05	US	Drip Drop: The Vital Solution	07/19/11 - Notice of Abandonment mailed	85/150,839		
4008.US11	US	Drip Drop	03/13/22 - Deadline to renew application 03/13/18 - Section 8 & 15 Declaration of	85/211,303	4,110,969	
4009.US05	US	Protocol	08/15/11 - Suspension Letter mailed	85/309,447		
72328-6002.000	US	DripDrop	Registered Declaration of Use Due: 03/15/2017	77/981,003	3,932,601	Class 05

\* European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.