

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jamba Juice Company		04/11/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Tadin, LLC		
Street Address:	3345 E Slauson Ave.		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86761753	LUSCIOUS LEMON MERINGUE	
Serial Number:	86761760	SOHO EARL	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	310-551-3450		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan A. Hyman		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	TADIN.001GEN		
NAME OF SUBMITTER:	Jonathan A. Hyman		
SIGNATURE:	/jhh/		
DATE SIGNED:	04/21/2016		
Total Attachments: 6			
source=TADIN.001GEN-signAssignment2#page1.tif			
source=TADIN.001GEN-signAssignment2#page2.tif			
source=TADIN.001GEN-signAssignment2#page3.tif			
source=TADIN.001GEN-signAssignment2#page4.tif			

OP \$65.00 86761753

source=TADIN.001GEN-signAssignment2#page5.tif

source=TADIN.001GEN-signAssignment2#page6.tif

TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of April 11, 2016, by and between Jamba Juice Company, a California corporation, having a place of business at 6475 Christie Avenue, Suite 150, Emeryville, CA 94608 (hereinafter "ASSIGNOR") and Tadin, LLC, a California limited liability company, having a place of business at 3345 E Slauson Ave., Vernon, CA 90058 (hereinafter "ASSIGNEE").

Assignor and Assignee have entered into that certain Asset Purchase Agreement dated October 13, 2015 (the "Agreement"), pursuant to which Assignor is selling to Assignee the Purchased Assets more particularly described in the Agreement;

WHEREAS, ASSIGNOR has adopted, used, is using or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks;

WHEREAS, ASSIGNOR owns the trademark applications and registrations relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Applications and Registrations") and the domain name set forth on Schedule C, attached hereto and incorporated by this reference, and all registrations thereof (the "Domain Name");

WHEREAS, ASSIGNOR owns the brand blends set forth in Schedule D, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Brand Blends"), the customer lists set forth in Schedule E, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Customer Lists"), and the supplier lists set forth in Schedule F, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Supplier Lists");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Applications and Registrations worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest worldwide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Applications and Registrations, Domain Name, Brand Blends, Customer Lists, and Supplier Lists worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks, and such portion of ASSIGNOR's business is ongoing and existing.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignment. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B;
- (3) the Domain Name set forth in Schedule C;
- (4) the Brand Blends set forth in Schedule D;
- (5) the Customer Lists set forth in Schedule E;
- (6) the Supplier Lists set forth in Schedule F; and
- (7) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Applications and Registrations, Domain Name, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain, and such portion of ASSIGNOR's business is ongoing and existing.

2. Attorney In Fact. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. Conflicts. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall govern.

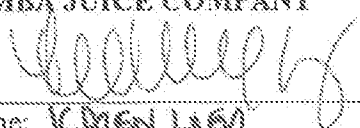
4. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.


6. Recitals. The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR
JAMBA JUICE COMPANY



By: 
Name: CHEN LI
Title: CO SVP
Date: 4/12/16

ASSIGNEE
TADIN, LLC

By: 
Name: José M. Gonzalez
Title: Manager
Date: 4/19/16

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A - Trademarks

BLISSFUL BLUEBERRY
LUSCIOUS LEMON MERINGUE
SOHO EARL
A CUP OF COUTURE
ARTISTRY
ARTISTRY BY TALBOTT TEAS

Artistry Stylized Design
BLACK PEARL ELIXER
BRILLIANT BLUEBERRY
CARAMEL SUNDAE ESCAPE
CHOCOLATE ALLURE
CHOCOLATE STRAWBERRY TEMPTATION
CITRUS APPEAL
CLARA'S TEA
COCO CARDAMOM SEDUCTION
DAZZLING JASMINE
EVERY DAY TEA DRINKING MADE EXTRAORDINARY!
EXPRESSIVE EARL GREY
FLAVOR INFUSED WITH ART
GREEN CITRINE MIXER
GREEN TEA INDULGENCE
INSPIRED CHAI
MODERN MINT
ORANGE CRÈME DREAMS
PARIS BREAKFAST
STEEPED IN STYLE
SUBLIME BREAKFAST
SURREAL CITRUS
CLARA'S
TALBOTT TEAS

TALBOTT T E A S


SCHEDULE B - Federal Trademark Applications and Registrations/International Filings

Mark	Registration No.	Class	Status
A CUP OF COUTURE	86,782,685	30	Pending
ARTISTRY	86,120,572	30	Pending
ARTISTRY BY TALBOTT TEAS	86,120,573	30	Pending
Artistry Logo	86,782,680	30	Pending
Artistry Stylized Design	86,782,684	30	Pending
BLACK PEARL ELIXER	86,673,537	30	Pending
BRILLIANT BLUEBERRY	86,782,678	30	Pending
CARAMEL SUNDAE ESCAPE	86,782,690	30	Pending
CHOCOLATE ALLURE	86,575,985	30	Pending
CHOCOLATE STRAWBERRY TEMPTATION	86,761,756	30	Pending
CITRUS APPEAL	86,782,682	30	Pending
CLARA'S TEA	86,663,750	30	Pending
COCO CARDAMOM SEDUCTION	86,782,691	30	Pending
DAZZLING JASMINE	86,782,672	30	Pending
EVERY DAY TEA DRINKING MADE EXTRAORDINARY!	86,782,681	30	Pending
EXPRESSIVE EARL GREY	86,782,674	30	Pending
FLAVOR INFUSED WITH ART	86,782,686	30	Pending
GREEN CITRINE MIXER	86,673,540	30	Pending
GREEN TEA INDULGENCE	86,761,764	30	Pending
INSPIRED CHAI	86,782,675	30	Pending
MODERN MINT	86,782,676	30	Pending
ORANGE CRÈME DREAMS	86,782,689	30	Pending
PARIS BREAKFAST	86,761,758	30	Pending
STEEPED IN STYLE	86,782,687	30	Pending
SUBLIME BREAKFAST	86,782,670	30	Pending
SURREAL CITRUS	86,782,679	30	Pending
CLARA'S	3,710,052	30	Registered
TALBOTT TEAS	4,160,777	30	Registered
TALBOTT TEAS & Design	4,160,774	30	Registered
TT Logo	4,728,710	30	Registered
TT Logo	4,728,710	21	Registered
TALBOTT TEAS	4-2015-004365	30	Philippines
TALBOTT TEAS	TMA857,556	30	Canada
TALBOTT TEAS	40-975835	30	Rep. of Korea
TALBOTT TEAS	4-2012-00004007	30	Philippines
LUSCIOUS LEMON MERINGUE	86,761,753	30	Pending
SOHO EARL	86,761,760	30	Pending

SCHEDULE C - Domain Names

www.Talbotteas.com

22982535

5