

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fred G. Farago		03/30/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Fruits and Flavors, LLC		
Street Address:	1 Monster Way		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92879		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1817505	GARDEN OF EDEN TEMPTATION TEA	
Registration Number:	1817506	GARDEN OF EDEN MEDITATION TEA	
Registration Number:	1818537	GARDEN OF EDEN EXCITATION TEA	
Registration Number:	1825936	ADAMS APPLE SPARKLING APPLE JUICE NO SUG	
Registration Number:	1848957	T-CELL PLUS	
Registration Number:	1849543	T-CELL PLUS	
Registration Number:	1853258	FROG JUICE	
Registration Number:	1857327	GARDEN OF EDEN MEDITATION TEA 24 TEA BAG	
Registration Number:	1864365	JUICY MOO	
Registration Number:	1941722	CHAKRA	
Registration Number:	1974205	PHYTOJUICE	
Registration Number:	2167815	PHYTOMINS	
Registration Number:	2318843	POPPERS	
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:	9497600404		
Email:	efiling@knobbe.com		

OP \$340.00 1817505

Correspondent Name: Diane M. Reed/Knobbe, Martens, et al.
Address Line 1: 2040 Main Street, 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: AFF.073GEN

NAME OF SUBMITTER: Diane M. Reed

SIGNATURE: / diane m. reed /

DATE SIGNED: 06/07/2016

Total Attachments: 10

source=AFF TM Assignment#page1.tif
source=AFF TM Assignment#page2.tif
source=AFF TM Assignment#page3.tif
source=AFF TM Assignment#page4.tif
source=AFF TM Assignment#page5.tif
source=AFF TM Assignment#page6.tif
source=AFF TM Assignment#page7.tif
source=AFF TM Assignment#page8.tif
source=AFF TM Assignment#page9.tif
source=AFF TM Assignment#page10.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 1, 2016, by and among American Fruits and Flavors, a California corporation (f/k/a California Flavor Labs, Inc. and d/b/a American Fruit Processors) (the "Company"), Fred G. Farago ("Farago") (the Company and Farago, each an "Assignor" and, collectively, the "Assignors"), and American Fruits and Flavors, LLC, a Delaware limited liability company ("Buyer Affiliate"), with reference to that certain Asset Purchase Agreement, dated February 22, 2016 (the "Purchase Agreement"), by and among the Company, Monster Beverage Corporation, a Delaware corporation ("Buyer") and certain other parties thereto.

WHEREAS, the Company agreed to sell to Buyer or one or more of its affiliates, or cause to be sold to Buyer or one or more of its affiliates, among other things, all trademarks that are Company Intellectual Property, as defined in the Purchase Agreement, including those trademarks identified in Schedule A attached herein (the "Assigned Trademarks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of each Assignor's right, title and interest in and to the Assigned Trademarks to Buyer Affiliate.

NOW, THEREFORE, for valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Buyer Affiliate agree as follows:

1. Each Assignor hereby sells, assigns and transfers to Buyer Affiliate, and its lawful successors and assigns, the Assignor's entire right, title, and interest throughout the world in and to the Assigned Trademarks, including, without limitation, any and all registrations, applications, and/or common law rights for the Assigned Trademarks, together with all of the goodwill of each Assignor and the Company's business symbolized by or associated with the Assigned Trademarks, and any and all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, with the right to bring actions and recover damages for any past, present, or future infringement or other violation thereof.
2. Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Buyer Affiliate as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Buyer Affiliate, its successors and assigns, in accordance with the terms of this Agreement, as assignee of each Assignor's entire right, title and interest in, to, and under the same. Buyer Affiliate shall have the right to record this Trademark Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
3. Each Assignor will, at the reasonable request and sole expense of Buyer Affiliate, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a jurisdiction-by-jurisdiction basis, to assist Buyer Affiliate in

obtaining, perfecting, sustaining, or enforcing the Assigned Trademarks. If Buyer Affiliate is unable for any reason, after reasonable effort, to secure an Assignor's signature on any document in connection with the actions specified above, each Assignor hereby irrevocably designates and appoints Buyer Affiliate and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

4. Each party agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Agreement (whether brought against a party to this Agreement or its respective affiliates, directors, officers, stockholders, employees or agents) will be determined in accordance with and subject to Section 10.7 of the Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and is subject to every agreement, representation, warranty, indemnity, covenant and provision contained in the Purchase Agreement. In the event of any ambiguity, conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will govern and control. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.
5. This Agreement may be executed in counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), shall be deemed an original, and all of which shall constitute one and the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be executed by a duly authorized officer on the dates specified below.

AMERICAN FRUITS AND FLAVORS

By: *Charles Wallasch*

Name: Charles Wallasch

Title: Senior Vice President

Date: _____

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.

THE STATE OF CALIFORNIA

County of Los Angeles

On this 30 day of March, before me, Laurie L. Katalbas, Notary Public, personally appeared Charles Wallasch, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, Charles Wallasch executed the instrument.

WITNESS my hand and official seal

Signature *Laurie L. Katalbas* (Seal)

Notary Public in and for
The State of CA

Laurie L. Katalbas
Printed or Typed Name of Notary



My commission expires 3/31/2019

FRED G. FARAGO

F. Farago

Date: _____

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.

THE STATE OF CALIFORNIA

County of Los Angeles

On this 20 day of March, before me, Laurie L. Katalbas, Notary Public, personally appeared Charles Wallace, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, Charles Wallace executed the instrument.

WITNESS my hand and official seal

Signature Laurie L. Katalbas (Seal)

Notary Public in and for
The State of CA

Laurie L. Katalbas
Printed or Typed Name of Notary

My commission expires 3/31/19



[Signature Page to Trademark Assignment Agreement]

Acknowledged and accepted by:

AMERICAN FRUITS AND FLAVORS, LLC

By: _____

Name: Rodney C. Sacks

Title: Chief Executive Officer

Date: March 28, 2016

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 RIVERSIDE)

On this 28th day of March, 2016 before me, L. Hoffmann, Notary Public, personally appeared Rodney C. Sacks 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: _____
Signature of Notary Public



SCHEDULE A
ASSIGNED TRADEMARKS

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Owner</u>
USA	1486393	ENERGY SPLASH SYRUPS	California Flavor Labs, Inc.
USA	1758632	SLUGO (Stylized)	American Fruit Processors
USA	1784302	A LA MODE (Stylized)	American Fruits and Flavors
USA	1787095	Design Only (Lady with Fruit Basket)	American Fruits and Flavors
USA	1804679	SLUICE & Design	American Fruits and Flavors
USA	1817505	GARDEN OF EDEN TEMPTATION TEA (Stylized)	Fred G. Farago
USA	1817506	GARDEN OF EDEN MEDITATION TEA	Fred G. Farago
USA	1818537	GARDEN OF EDEN EXCITATION TEA	Fred G. Farago
USA	1825936	ADAMS APPLE SPARKLING APPLE JUICE NO SUGAR ADDED NET 12 FL. OZS. .36 LITER & Design	Fred G. Farago
USA	1848957	T-CELL PLUS	Fred G. Farago
USA	1849543	T-CELL PLUS	Fred G. Farago
USA	1853258	FROG JUICE	Fred G. Farago
USA	1857327	GARDEN OF EDEN MEDITATION TEA 24 TEA BAGS NET WT.3.18OZ.(90.20G) & Design	Fred G. Farago
USA	1864365	JUCY MOO & Design	Fred G. Farago
USA	1941722	CHAKRA	Fred G. Farago
USA	1953507	Design Only (Lady with Fruit	American Fruits and Flavors

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Owner</u>
		Basket)	
USA	1974205	PHYTOJUICE	Fred G. Farago
USA	2046867	MOOSE JOOSE & Design	American Fruits and Flavors
USA	2103284	WOJC & NF	American Fruits and Flavors
USA	2105266	WOJC	American Fruits and Flavors
USA	2147817	WOFC	American Fruits and Flavors
USA	2147820	WOVC	American Fruits and Flavors
USA	2167815	PHYTOMINS	Fred G. Farago
USA	2318843	POPPERS	Fred G. Farago
USA	2362423	PHYTO-PHENOLICS	American Fruits and Flavors
USA	2365693	PHLAVOR-CEUTICALS	American Fruits and Flavors
USA	2365694	FLAVOR-CEUTICALS	American Fruits and Flavors
USA	2365698	PHLAVOR	American Fruits and Flavors
USA	2374930	PHYTO-COLA	American Fruits and Flavors
USA	2402003	PHYTOMAN	American Fruits and Flavors
USA	2402004	PHYTOWOMAN	American Fruits and Flavors
USA	2463807	PHYTOBAR	American Fruits and Flavors
USA	2546102	PHYTOMAN	American Fruits and Flavors
USA	2546104	PHYTOWOMAN	American Fruits and Flavors
USA	2659307	PHYTO-WATER	American Fruits and Flavors
USA	2679447	POUND 4 POUND	American Fruits and Flavors
USA	2799574	PHYTO-CEUTICALS	American Fruits and Flavors
USA	3014517	WASHINGTON STATE JUICE & Design	American Fruits and Flavors

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Owner</u>
USA	3031122	AFF & Design	American Fruits and Flavors
USA	3033915	JUICECALC	American Fruits and Flavors
USA	3075187	AFP & Design	American Fruits and Flavors
USA	3118735	AFP & Design (Color)	American Fruits and Flavors
USA	3190361	PHYTO-CEUTICALS	American Fruits and Flavors
USA	3754658	MUTUAL FLAVORS	American Fruits and Flavors
USA	3754659	MUTUAL FLAVORS	American Fruits and Flavors
USA	3754660	MUTUAL FLAVORS	American Fruits and Flavors
USA	3754661	MUTUAL FLAVORS	American Fruits and Flavors
USA	3754669	MUTUAL FLAVORS & Design	American Fruits and Flavors
USA	3754670	MUTUAL FLAVORS & Design	American Fruits and Flavors
USA	3754671	MUTUAL FLAVORS & Design	American Fruits and Flavors
USA	3754672	MUTUAL FLAVORS & Design	American Fruits and Flavors
USA	3789633	AMERICAN FRUITS & FLAVORS	American Fruits and Flavors
USA	3816770	AMERICAN FRUIT PROCESSORS	American Fruits and Flavors
USA	3816771	AMERICAN FRUIT PROCESSORS	American Fruits and Flavors
USA	3816772	AMERICAN FRUIT PROCESSORS	American Fruits and Flavors
USA	3816773	AMERICAN FRUIT PROCESSORS	American Fruits and Flavors
USA	3816775	AMERICAN FRUITS & FLAVORS	American Fruits and Flavors
USA	3816776	AMERICAN FRUITS &	American Fruits and Flavors

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Owner</u>
		FLAVORS	
USA	3816777	AMERICAN FRUITS & FLAVORS	American Fruits and Flavors
Canada	TMA555708	PHLAVOR-CEUTICALS	American Fruits and Flavors
Canada	TMA558396	PHYTO-CEUTICALS	American Fruits and Flavors
Canada	TMA575831	PHYTOBAR	American Fruits and Flavors
Canada	TMA576957	PHYTO-PHENOLICS	American Fruits and Flavors
California	Renewal Reg. No. 19195 (Expired)	SLUGO & Design	California Flavor Labs
California	Renewal Reg. No. 19335	A LA MODE (Stylized)	American Fruits and Flavors
California	Renewal Reg. No. 19339	MOOSE JOOSE & Design	American Fruits and Flavors
California	Renewal Reg. No. 19378	SLUICE (Stylized)	American Fruits and Flavors
California	Reg. No. 114729	CALIFORNIA FLAVOR LABS	American Fruits and Flavors
California	Renewal Reg. No. 19766	ADAM'S APPLE & Design	Fred G. Farago
California	Renewal Reg. No. 19767	GARDEN OF EDEN	Fred G. Farago
European Community	9437872	AMERICAN FRUITS & FLAVORS & AFF Design (In Color)	American Fruits and Flavors

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Owner</u>
European Community	9438144	AMERICAN FRUIT PROCESSORS & AFF Design (In Color)	American Fruits and Flavors
European Community	9438151	MUTUAL FLAVORS	American Fruits and Flavors
European Community	9438169	MUTUAL FLAVORS & Design	American Fruits and Flavors