

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402449

<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>
Power Brands International LLC		06/01/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Skinny Coconut LLC		
<b>Street Address:</b>	16501 Sherman Way		
<b>City:</b>	van Nuys		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91406		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86853774	THE SKINNY COCONUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	310-529-1344		
<b>Email:</b>	jill@powerbrands.us		
<b>Correspondent Name:</b>	Jill Birkmann		
<b>Address Line 1:</b>	12604 Manor Drive		
<b>Address Line 4:</b>	Hawthorne, CALIFORNIA 90250		
<b>NAME OF SUBMITTER:</b>	Jill Birkmann		
<b>SIGNATURE:</b>	/JillBirkmann/		
<b>DATE SIGNED:</b>	10/18/2016		
<b>Total Attachments: 4</b>			
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OP \$40.00 86853774

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT  
for THE SKINNY COCONUT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of June 1, 2016 (the "Effective Date"), is by and between Power Brands International, a Limited Liability Company, ("Assignor"), and The Skinny Coconut LLC, a Limited Liability Company ("Assignee").

**Background**

WHEREAS, it is Assignor's intention to assign and transfer to the Assignee, all of Assignor's right, title, and interest in and to any trademarks, domain names, copyright and other intellectual properties that Assignor owns related to the beverage brand "SKINNY COCONUT", and

WHEREAS, Assignee intends to accept such assignment for the purpose of development, manufacture, marketing and distribution of the SKINNY COCONUT beverage brand;

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Definitions.**

- a. For purposes of this Agreement, "Assignor Property" means Trademark Serial No. 86853774.
- b. For purposes of this Agreement, "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or unregistered), trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, domain name, and (ii) any right to use or exploit any of the foregoing.

2. **Copyrights.** Assignor hereby agrees to assign and transfer to the Assignee, hereby does transfer and assign, all right, title, and interest in and to its copyrights in the SKINNY COCONUT label and all other artwork related to SKINNY COCONUT, including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country.

3. **Trademarks.** Assignor hereby agrees to assign and transfer to the Assignee, and hereby does transfer and assign, all right, title and interest in Trademark Serial No. 86853774, together with the goodwill of the business symbolized by the Mark, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.
4. **Domain Names.** Assignor hereby agrees to assign and transfer to the Assignee, and hereby does transfer and assign, all right, title and interest in and to those domain names related to the SKINNY COCONUT trademark. Without limiting the foregoing, Assignor agrees to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the Domain Names to the Assignee. Assignor agrees that it will not register or attempt to register any domain names after the Effective Date that include the word "SKINNY COCONUT" or any variation thereof without the written permission of Assignee.
7. **Representations and Warranties.** Assignor represents and warrants that: (i) the SKINNY COCONUT Materials assigned hereunder are the Assignor's original work and Assignor has the power and authority to assign its Intellectual Property Rights to the Assignor Property in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Assignor Property; (iii) Assignor has the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (v) the SKINNY COCONUT Limited Partnership, to which the SKINNY COCONUT Materials are entitled in full under its Limited Partnership Agreement, has hereby agreed to the terms of this Assignment as evidenced by the signatures hereto of each of the partners to the SKINNY COCONUT Limited Partnership. Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.
8. **Governing Laws.** To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding its conflicts of laws principles. To the full extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court in Los Angeles, California, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.
9. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any

jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

10. **Cooperation Following the Execution.** Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
11. **Entire Agreement:** This Agreement constitutes the entire Agreement between Assignor and the Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ASSIGNOR**  
Signed by:  
**Power Brands International**

(Signature) 3C6F1DDF8C84416...

Darin Ezra

(Printed Name)

**ASSIGNEE**  
**The Skinny Coconut LLC**

(Signature)

(Printed Name)

jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ASSIGNOR**  
Power Brands International

**ASSIGNEE**  
The Skinny Coconut LLC

.....  
(Signature)

.....  
(Signature)

.....  
(Printed Name)

NICHOLAS OSBINE  
.....  
(Printed Name)