

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BYB Brands, Inc.		10/10/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Coca-Cola Company		
Street Address:	One Coca-Cola Plaza		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30313		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4704993	TUM-E YUMMIES	
Registration Number:	3414996	TUM-E YUMMIES	
CORRESPONDENCE DATA			
Fax Number:	4045982819		
<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:	404-676-2819		
Email:	kbina@coca-cola.com		
Correspondent Name:	Kitty Bina		
Address Line 1:	One Coca-Cola Plaza		
Address Line 4:	Atlanta, GEORGIA 30313		
NAME OF SUBMITTER:	Kitty Bina		
SIGNATURE:	/Kitty Bina/		
DATE SIGNED:	10/28/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, BYB Brands, Inc. a North Carolina corporation (“Assignor”), whose address is 2101 Rexford Road, Suite 236E, Charlotte, North Carolina is the owner of all right, title and interest in and to the trademarks listed in Schedule A (collectively the “Trademarks”) and all goodwill related thereto;

WHEREAS, The Coca-Cola Company (“Assignee”), whose address is One Coca-Cola Plaza, Atlanta, Georgia, United States is desirous of acquiring the Trademarks as well as the goodwill associated therewith; and

WHEREAS, Assignor agrees that it will execute or arrange for execution of such further assignment documents or other legal instruments as may be required, if any, from Assignor to permit Assignee to obtain recordation of the assignments and registrations therewith, from Assignor to Assignee.

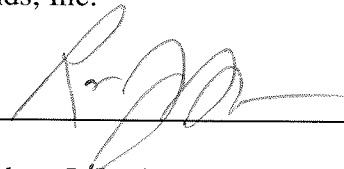
NOW THEREFORE, In pursuance of the said agreement and in consideration of the sum already paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged), Assignor agrees to transfer to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as all rights to damages, profits, due or accrued, of all past and future infringement of the Trademarks and the right to sue and recover for the same. This document confirms the same.

This Agreement constitutes the entire agreement between Assignor and Assignee. There are no terms or conditions or other obligations regarding the Trademarks between Assignor and Assignee that are not included in this Agreement. This Agreement will supersede all prior agreements, oral discussions, or understandings between Assignor and Assignee regarding the Trademarks.

[Signatures On The Following Pages]

In WITNESS WHEREOF, the parties agree that this Agreement is effective as of the
10th day of October, 2016.

BYB Brands, Inc.

By: 

Name: Robert J. Jordan, Jr.

Title: Vice President



NOTARY ACKNOWLEDGEMENT

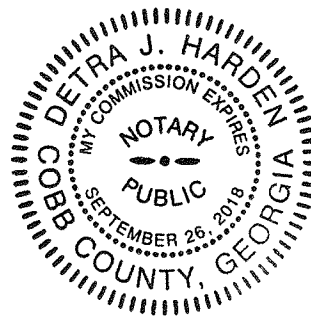
Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the forgoing instrument with full authority to do so on behalf of such party.

By: 

Name: Detra J. Harden


Commission Expires: 9/28/2016

Seal:



10th In WITNESS WHEREOF, the parties agree that this Agreement is effective as of the
day of October, 2016.

THE COCA-COLA COMPANY

By: 

Name: Christopher P. Nolan

Title: Vice President



NOTARY ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the forgoing instrument with full authority to do so on behalf of such party.

By: 

Name: CAROL C. LYNETT

Commission Expires: Notary Public, Cowdell County, Georgia
My Commission Expires Jan 6, 2018

Seal:

Schedule A

Trademarks

TRADEMARK	FILED DATE	SERIAL NO.	REG. NO.	REG. DATE	INT'L CLAS
UNITED STATES					
TUM-E YUMMIES	12/30/2013	86154459	4704993	03/17/2015	30, 32
TUM-E YUMMIES	10/06/2006	77015765	3414996	04/22/2008	32
CANADA					
TUM-E YUMMIES	04/16/2014	1673005	TMA928835	02/11/2016	30, 32
BAHAMAS					
TUM-E YUMMIES	08/20/2008	31987			32
BRITISH VIRGIN ISLANDS					
TUM-E YUMMIES	10/21/2008	3635			32
JAMAICA					
TUM-E YUMMIES	07/07/2008	TM52375			32