

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404287

<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>
China Mist Brands, Inc.		10/11/2016	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	China Mist Brands, Inc.		
<b>Street Address:</b>	13601 North Freeway, Suite 200		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76177		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86491517	AMERITEA	
<b>Serial Number:</b>	86579055	CHINAMIST	
<b>Serial Number:</b>	86578982	CHINAMIST	
<b>Serial Number:</b>	86579130	CHINA MIST	
<b>Serial Number:</b>	86423802	MANGOLUSHOUS	
<b>Serial Number:</b>	86889796	PAPILLON	
<b>Registration Number:</b>	1896388	CHINA MIST	
<b>Registration Number:</b>	4845567	CHINA MIST	
<b>Registration Number:</b>	1386975	CHINA MIST	
<b>Registration Number:</b>	1915113	CHINA MIST	
<b>Registration Number:</b>	3384408	CHINA MIST ICED TEA	
<b>Registration Number:</b>	2813034	FIESTA FRIA	
<b>Registration Number:</b>	1838029	FRENZY	
<b>Registration Number:</b>	2760266	LEAVES PURE TEAS	
<b>Registration Number:</b>	2813035	MANGO FRIO	
<b>Registration Number:</b>	2552811	TEA-LC	
<b>Registration Number:</b>	1920208	TEA-LOVING CARE	
<b>Registration Number:</b>	3101411	TEA-SHIRT	
<b>Registration Number:</b>	1984494	TEA-SHIRTS	

CH \$565.00 86491517

Property Type	Number	Word Mark
Registration Number:	2725904	THE SIMPLICITY OF TEA
Registration Number:	4875573	TRIBERRY DELIGHT
Registration Number:	3712901	TRUE LEAVES ICED TEA

**CORRESPONDENCE DATA**

**Fax Number:** 5037962900

*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:** 5032229981

**Email:** trademarks@schwabe.com

**Correspondent Name:** Schwabe, Williamson & Wyatt, P.C.

**Address Line 1:** 1211 SW 5th Avenue, Suite 1500

**Address Line 4:** Portland, OREGON 97204

**ATTORNEY DOCKET NUMBER:** 125014219455

**NAME OF SUBMITTER:** Sean Briggs

**SIGNATURE:** /Sean Briggs/

**DATE SIGNED:** 11/03/2016

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), effective as of October 11, 2016 (the "Effective Date"), is made and entered into by and among China Mist Brands, Inc., an Arizona corporation, with its principal office at 7435 E. Terra Buena Lane, Scottsdale, Arizona 85260 ("Assignor"), and China Mist Brands, Inc., a Delaware corporation formerly known as Tea Leaf Acquisition Corp., with its principal office at 13601 North Freeway, Suite 200, Fort Worth, Texas 76177 ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Purchase Agreement (as defined below).

### RECITALS

A. Assignor owns the trademark registrations and applications for registration identified more fully in the attached Schedule A (collectively, the "Assigned Trademarks").

B. Assignor owns the copyright registrations and applications for registration identified more fully in the attached Schedule B (collectively, the "Assigned Copyrights").

C. Assignor owns the defensive domain registrations identified more fully in the attached Schedule C (collectively, the "Assigned Domains" and together with the Assigned Trademarks and the Assigned Copyrights, the "Intellectual Property").

D. Assignor, Assignee, certain stockholders of Assignor, for certain limited purposes, Daniel W. Schweiker and John S. Martinson, and Daniel W. Schweiker, in his capacity as the Sellers' Representative, have entered into that certain Purchase Agreement, dated as of September 9, 2016 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept from Assignor, certain assets, properties and business, including without limitation, the Intellectual Property which is used by Assignor or which pertain to the transferred assets, properties and business of Assignor.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Purchase Agreement:

1. Assignment of Intellectual Property. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, subject to existing licenses, the goodwill of the Business symbolized thereby, and all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, exclusive right to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof, and (c) grant licenses or other interests therein.

2. Recordation of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as owner of the Intellectual Property, and to issue any and all Intellectual Property to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this IP Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Intellectual Property.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of

attorney or other documentation as may be reasonably required) as are requested by Assignee to register or perfect the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Intellectual Property made herein. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee 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 in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor.

4. Binding on Successors; No Third Party Beneficiaries. This IP Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Assignee and its successors and permitted assigns. This IP Assignment is not intended to confer any rights or remedies to any Person other than the Assignee and its successors and permitted assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Texas (regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

6. Dispute Resolution; Arbitration. Except for any rights that any Party may have to apply to a court of competent jurisdiction for specific performance or injunctive relief, all Legal Disputes shall be submitted solely and exclusively to final and binding arbitration before a single, neutral arbitrator before the American Arbitration Association ("AAA"), in accordance with the AAA's prevailing National Rules for the Resolution of Commercial Disputes. Such arbitration shall proceed in Dallas, Texas, and the demand for arbitration shall be filed with the AAA only after the initiating Party provides the other Party with at least thirty (30) days' advance notice of the contemplated demand. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The initiating Party shall advance the arbitration filing fee, and all other AAA administrative fees shall be shared equally by the Parties to such a dispute, subject to apportionment by the arbitrator in the award.

7. Ancillary Proceedings. Any Party may bring a suit, action or special proceeding for the purpose of compelling a party to arbitrate, seeking temporary or preliminary injunctive relief in aid of and pending arbitration hereunder, and/or enforcing an arbitration award. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF COURTS LOCATED IN DALLAS COUNTY IN THE STATE OF TEXAS FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7. The Parties acknowledge that the forum(s) designated by this Section 7 have a reasonable relation to this Agreement, and to the Parties' relationship with one another. The Parties hereby waive, to the fullest extent permitted by applicable Law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in this Section 7 and such Parties agree not to plead or claim the same.

8. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS IP ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL DISPUTE ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK

TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL DISPUTE, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS IP ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart of this IP Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this IP Assignment to be executed as of the Effective Date.

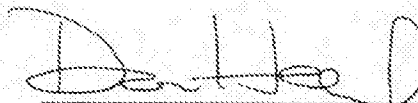
**ASSIGNOR:**

CHINA MIST BRANDS, INC.,  
an Arizona Corporation

By:   
Name: Daniel W. Schweiker  
Title: Co-Chairman

STATE OF ARIZONA     §  
                                  §  
COUNTY OF MARICOPA   §

This instrument was acknowledged before me on October 5, 2016, by Daniel W. Schweiker, the Secretary and Co-Chairman of China Mist Brands, Inc., an Arizona corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed on behalf of the foregoing entity.

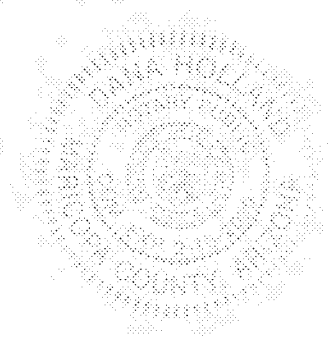
  
Notary Public in and for the State of Arizona

Acknowledged and accepted by:

**ASSIGNEE:**

CHINA MIST BRANDS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Isaac N. Johnston, Jr.  
Title: Chief Financial Officer



IN WITNESS WHEREOF, the undersigned has caused this IP Assignment to be executed as of the Effective Date.

ASSIGNOR:

CHINA MIST BRANDS, INC.,  
an Arizona Corporation

By: \_\_\_\_\_  
Name: Daniel W. Schweiker  
Title: Co-Chairman

STATE OF ARIZONA       §  
                                      §  
COUNTY OF MARICOPA   §

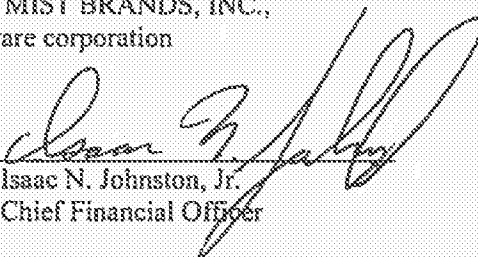
This instrument was acknowledged before me on October \_\_\_\_\_, 2016, by Daniel W. Schweiker, the Secretary and Co-Chairman of China Mist Brands, Inc., an Arizona corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed on behalf of the foregoing entity.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

Acknowledged and accepted by:

ASSIGNEE:

CHINA MIST BRANDS, INC.,  
a Delaware corporation

By:   
Name: Isaac N. Johnston, Jr.  
Title: Chief Financial Officer

**SCHEDULE A**



**Assigned Trademarks**

<b>UNITED STATES APPLICATIONS</b>			
<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Class and Goods/Services Description</b>
AMERITTEA	86491517	12/29/2014	Class 30: Tea, featuring white, black, oolong and green teas; iced tea; tea-based iced beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea Class 32: Concentrates for making tea-flavored beverages
MINAMIST	86579055	3/27/2015	Class 30: Herbal tea; iced tea; tea-based beverages with fruit flavoring; Flavored tea; loose leaf tea; bulk tea; tea bags; tea sachets; tea based beverages; ready to drink tea; tea based iced beverages; tea based beverages also featuring sweeteners and Flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea Class 32: Concentrates for making tea-flavored beverages Class 35: Providing a website featuring information for consumers in the field of tea and tea related products; On-line retail store services featuring tea and tea related products
MINAMIST	86578982	3/27/2015	Class 30: Herbal tea; iced tea; tea-based beverages with fruit flavoring; Flavored tea; loose leaf tea; bulk tea; tea bags; tea sachets; tea based beverages; ready to drink tea; tea based iced beverages; tea based beverages also featuring sweeteners and Flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea Class 32: Concentrates for making tea-flavored beverages Class 35: Providing a website featuring information for consumers in the field of tea and tea related products; On-line retail store services featuring tea and tea related products
MINAMIST	86579130	3/27/2015	Class 30: Herbal tea; iced tea; tea-based beverages with fruit flavoring; Flavored tea; loose leaf tea; bulk tea; tea bags; tea sachets; tea based beverages; ready to drink tea; tea based iced beverages; tea based beverages also featuring sweeteners and Flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea Class 32: Concentrates for making tea-flavored beverages Class 35: Providing a website featuring information for consumers in the field of tea and tea related products; On-line retail store services featuring tea and tea related products
MANGOLUSHOUS	86423802	10/14/2014	Class 30: Tea; loose leaf tea; bulk tea; tea bags; tea-based beverages; ready to drink tea; and Flavored tea
PAPILLON	86889796	1/28/2016	Class 30: Herbal tea; iced tea; instant tea; tea-based beverages with fruit flavoring; Flavored tea; tea bags; tea sachets; tea based beverages; ready to drink tea; tea based iced beverages; tea based beverages also featuring sweeteners and Flavoring; mixes in the nature of concentrates for



use in the preparation of tea based beverages; single serve tea; tea sold in single-serving containers for use in brewing machines

**UNITED STATES REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Date of First Use</u>	<u>Class and Goods/Services Description</u>
CHINA MIST	1896388	5/30/1995	5/20/1985	Class 30: Tea, iced tea, Flavored tea and herbal tea
CHINA MIST	4845567	11/3/2015	11/13/2010	Class 35: Providing a website featuring information for consumers in the field of tea and tea related products; On-line retail store services featuring tea and tea related products
CHINA MIST	1386975	3/18/1986	5/20/1985	Class 30: Bulk tea for use in iced tea brewing dispensers sold to commercial and military establishments
CHINA MIST	1915113	8/29/1995	11/2/1989	Class 25: Men's, women's and children's clothing, namely shirts, sweat suits and tops
	3384408	5/14/2007	4/26/2007	Class 30: Herbal tea; iced tea; tea; tea-based beverages with fruit flavoring
HIESTA FRIA	2813034	2/10/2004	1/00/1986	Class 30: Tea and iced tea
<i>Frency</i>	183809	5/31/1994	5/22/1993	Class 30: Tea and iced tea
	2760266	9/2/2003	3/00/2002	Class 30: Tea, herbal tea, loose tea, and hot tea
MANGO FRIO	2813035	2/10/2004	10/00/1997	Class 30: Tea and iced tea
TEA-LC	2552811	3/26/2002	1/00/1990	Class 37: Maintenance services and providing a maintenance program for the care and maintenance of iced tea brewers and dispensers
TEA-LOVING CARE	1920208	9/10/1995	1/00/1990	Class 37: Maintenance services and providing a maintenance program for the care and maintenance of iced tea brewers and dispensers
TEA-SHIRT	3101411	6/6/2006	2/00/1997	Class 25: Clothing, namely shirts, tops, t-shirts
<i>Tea Shirts</i>	1984494	6/2/1996	12/00/1995	Class 25: Clothing, namely shirts, dresses, blouses, jackets, tops, pants, skirts, T-shirts, scarves, neckwear and ties
THE SIMPLICITY OF TEA	2725904	6/10/2003	3/00/2002	Class 30: Tea, herbal tea, herbal iced tea, iced tea, tea-based beverages with fruit flavoring, loose tea, tea bags and hot tea
TRIBERRY DELIGHT	4875573	12/22/2015	3/31/2015	Class 30: Tea; loose leaf tea; tea-based beverages; and flavored tea

	3712901	12/17/2009	7/17/2009	Class 30: Iced tea; tea-based beverages with fruit flavoring
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**INTERNATIONAL REGISTRATIONS**

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class and Goods/Services Description</u>
AMERITEA	Australia	IR 1278578	10/9/2015	Class 30: Tea, featuring white, black, oolong and green teas; iced tea; tea-based beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea
CHINA MIST	Australia	IR 1276321	10/9/2015	Class 30: Tea, iced tea, flavored tea and herbal tea
CHINA MIST	Australia	IR 1282809	10/9/2015	Class 30: Tea, featuring white, black, oolong and green teas; iced tea; tea-based beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea
CHINA MIST	Australia	IR 1282809	10/9/2015	Class 32: Concentrates for making tea-flavored beverages
CHINA MIST	Australia	IR 1282809	10/9/2015	Class 30: Tea, hot tea, iced tea, flavored tea and herbal tea
CHINA MIST	British Virgin Islands	2745	6/15/1995	Class 30: Tea, hot tea, iced tea, flavored tea and herbal tea
CHINA MIST	Canada	TMAA439477	2/17/1995	(1) Tea, coffee, cups, glasses, canisters, beverage containers, namely, paper, plastic and glass containers which are suitable for containing beverages; clothing, namely, t-shirts, caps, shirts, sweatshirts, jeans and jackets; tea makers, and cleaning concentrate for tea and coffee stains (2) Bulk tea for use in iced tea brewing dispensers sold to commercial and military establishments
CHINA MIST	Columbia	500976	10/7/2014	Class 30: Tea; herbal tea; herbal iced tea; iced tea; tea-based beverages with fruit flavoring; loose tea; tea bags and hot tea
CHINA MIST	Hong Kong	10688/97	2/14/1996	Class 30: Tea and iced tea
CHINA MIST	Mexico	471304	8/16/1994	Class 30: Tea
AMERITEA	New Zealand	IR 1278578	10/9/2015	Class 30: Tea, featuring white, black, oolong and green teas; iced tea; tea-based beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea

CHINA MIST	New Zealand	IR 1276321	10/9/2015	Class 32: Concentrates for making tea-flavored beverages
CHINA MIST	New Zealand	IR 1282809	10/9/2015	Class 30: Tea, iced tea, flavored tea and herbal tea
<del>CHINA MIST</del>	New Zealand			Class 30: Herbal tea other than for medicinal use; iced tea; tea; tea-based beverages with fruit flavoring; flavored tea; loose leaf tea; bulk tea; tea bags; tea sachets; tea based beverages; ready to drink tea; tea based iced beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea
CHINA MIST	Panama	97654	6/1/2004	Class 32: Concentrates for making tea-flavored beverages
MIST	Singapore	T9506265H	7/10/1995	Class 30: Tea, iced tea, flavored tea and herbal tea
CHINA MIST	Taiwan	750218	2/16/1997	Class 30: Tea, drink made from tea, black tea, black tea bag
CHINA MIST	Taiwan	773266	8/16/1997	Class 32: Fruit Flavored tea, herbal tea
<del>CHINA MIST</del>	Taiwan	750353	2/16/1997	Class 30: Tea, drink made from tea, black tea, black tea bag
<del>CHINA MIST</del>	Taiwan	773265	8/16/1997	Class 32: Fruit Flavored tea, herbal tea
AMERITTEA	WIPO/Madrid	IR 1278578	10/9/2015	Class 30: Tea, featuring white, black, oolong and green teas; iced tea; tea-based iced beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea
CHINA MIST	WIPO/Madrid	IR 1276321	10/9/2015	Class 32: Concentrates for making tea-flavored beverages
CHINA MIST	WIPO/Madrid	IR 1282809	10/9/2015	Class 30: Herbal tea other than for medicinal use; iced tea; tea; tea-based beverages with fruit flavoring; flavored tea; loose leaf tea; bulk tea; tea bags; tea sachets; tea based beverages; ready to drink tea; tea based iced beverages; tea based beverages also featuring sweeteners and flavoring; mixes in the nature of concentrates for use in the preparation of tea based beverages; single serve tea
<del>CHINA MIST</del>	WIPO/Madrid			Class 32: Concentrates for making tea-flavored beverages

**SCHEDULE B**

**Assigned Copyrights**

<b><u>Title of Work</u></b>	<b><u>Owner of Work</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
Oasis Design	China Mist Tea Company	VA0000746115	August 30, 1995
Why the switch to China Mist?	China Mist Tea Company	TX0003332425	June 1, 1992

**SCHEDULE C**

**Assigned Domains**

<b><u>Domain Name</u></b>	<b><u>Registration Date</u></b>
CHINAMIST.XXX	December 1, 2011
CHINAMISTICEDTEA.XXX	December 1, 2011
CMCHINAMISTBRANDS.XXX	December 1, 2011
LEAVESPURETEAS.XXX	December 1, 2011
TRUELEAVESICEDTEA.XXX	December 1, 2011