

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clear Water Holdings, LLC		02/21/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	RealPure Bottling, Inc.		
Street Address:	2445 NW 42nd Street		
City:	Ocala		
State/Country:	FLORIDA		
Postal Code:	34475		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1829543	REALPURE BRAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	954-332-3584		
Email:	derek@plusfirm.com		
Correspondent Name:	Derek Fahey		
Address Line 1:	101 NE 3rd Avenue, suite 1500		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Derek Fahey		
SIGNATURE:	/Derek Fahey/		
DATE SIGNED:	02/21/2017		
Total Attachments: 5			
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OP \$40.00 1829543

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is entered into by and among Daryl Peoples, not individually but solely as receiver ("**Receiver**") for Clear Water Holdings, LLC, an Oklahoma limited liability company ("**Company**;" and together with Receiver, "**Assignor**"), and RealPure Bottling, Inc., a Florida corporation ("**Assignee**"), pursuant to the parties' Asset Purchase Agreement dated December 14, 2016. This transaction was approved by Order of the Circuit Court of Pulaski County, Arkansas, Civil Division, entered on December 14, 2016, in that certain receivership matter pending as Case No. 60CV-16-4964 on the docket of said Court.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Pursuant to the Assed Purchase Agreement, Assignor hereby grants, conveys, transfers and assigns to Assignee all of Assignor's rights, title and interest in, to and under any and all of the following:

(a) All tangible personal property now or hereafter owned by Assignor and located on or in, or used in connection with, the Real Property ("**Personal Property**") and described in detail in the parties' related Bill of Sale;

(b) To the extent assignable, all intangible personal property now or hereafter owned by Assignor and used in the ownership, use, operation, occupancy, maintenance or development of the Real Property and Personal Property, including, without limitation, the following:

(i) all Contracts (defined in Section 3.07 of the Asset Purchase Agreement) that Buyer requests in writing to assume prior to the Closing ("**Assigned Contracts**"), as follows:

- A. Equipment Lease Agreement with De Lage Landen Financial Services, Inc. dated July 28, 2015;
- B. Bottling and License Agreement with Tampico Beverages, Inc. dated February 12, 2015;
- C. Supplier Agreement with Wal-Mart Stores, Inc. dated March 31, 2015;
- D. Payroll Services Agreement with CRPEO, Inc.; and
- E. Brokerage Agreement with Marketing Management, Inc. dated March 12, 2015.

(ii) all intellectual property relating to the Business, including U.S. Trademark Registration Serial No. 1829543 for REALPURE BRAND in international class 032, U.S. Trademark Registration Serial No. 3809531 for RealPure in international class 032, U.S. Trademark Registration Serial No. 3842810 for U-GO! in international class 032, and formerly registered U.S. Trademark Registration Serial No. 2134940 for YUCATAN CITRUS PUNCH in international class 032, together with all other trademarks (collectively, the "Marks") and all common law trademarks related to the Marks, and all trade names, trade secrets, discoveries, inventions, know-how, brand names (including Real Pure, Yucatan, and U-GO Flavored), websites, domain names, and web addresses;

(iii) all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities (collectively "Permits") which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets;

(iv) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets (collectively, "Warranty Claims");

(v) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities; and

(vi) all goodwill and the going concern value of the Business.

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations under the Assigned Contracts from and after the time of closing of the purchase and sale of the subject Real Property and Personal Property.

3. Successors and Assigns. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

4. Defined Terms. Unless otherwise defined herein, the terms hereof shall carry the same definitions as set out in the parties' Asset Purchase Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Agreement on the date(s) noted below.

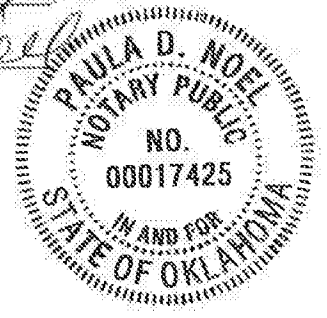
Company -- Clear Water Holdings, LLC;

By: 
J. Scott Dickman, Its Managing Member

Date: 1/24/2017

SWORN TO and subscribed before me on this, the 24 day of January, 2017.

Paula D. Noel
Notary Public



My Commission Expires:

October 30, 2020

Receiver:

Daryl Peeples, not individually but solely as receiver for
Clear Water Holdings, LLC

By: _____
Daryl Peeples, Receiver

Date: _____

SWORN TO and subscribed before me on this, the ____ day of _____, 2017.

Notary Public

My Commission Expires:

Assignee -- RealPure Bottling, Inc.

By: _____
Kane E. Richmond, Its Managing Member

SWORN TO and subscribed before me on this, the ____ day of _____, 2017.

Notary Public

My Commission Expires:

SWORN TO and subscribed before me on this, the _____ day of _____, 2017.

Notary Public

My Commission Expires:

Receiver:

Daryl Peeples, not individually but solely as receiver for
Clear Water Holdings, LLC

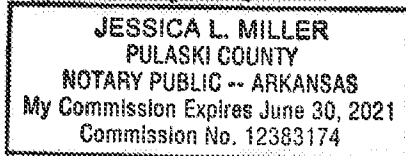
By: _____
Daryl Peeples, Receiver

Date: 1/25/17

SWORN TO and subscribed before me on this, the 25th day of January, 2017.

Jessica L. Miller
Notary Public

My Commission Expires:
June 30, 2021



Assignee -- RealPure Bottling, Inc.

By: _____
Kane E. Richmond, Its Managing Member

SWORN TO and subscribed before me on this, the _____ day of _____, 2017.

Notary Public

My Commission Expires:

SWORN TO and subscribed before me on this, the _____ day of _____, 2017.

Notary Public

My Commission Expires:

Receiver:

Daryl Peeples, not individually but solely as receiver for
Clear Water Holdings, LLC

By: _____
Daryl Peeples, Receiver

Date: _____

SWORN TO and subscribed before me on this, the _____ day of _____, 2017.

Notary Public

My Commission Expires:

Assignee -- RealPure Bottling, Inc.

By: _____
Kane E. Richmond, Its Managing Member

SWORN TO and subscribed before me on this, the 1st day of FEBRUARY, 2017.

Janet M. Carroll
Notary Public

My Commission Expires:
6-8-20

