

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Soda LLC		09/06/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Revive Brands		
Street Address:	3900 Cypress Avenue		
City:	Petaluma		
State/Country:	CALIFORNIA		
Postal Code:	94954		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4486171	REVIVE ROOTBEER	
CORRESPONDENCE DATA			
Fax Number:	5108341928		
<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:	510-8346600		
Email:	tmdocket@wendel.com		
Correspondent Name:	Eugene M. Pak		
Address Line 1:	1111 Broadway, 24th Floor		
Address Line 4:	Oakland, CALIFORNIA 94607		
NAME OF SUBMITTER:	Eugene M. Pak		
SIGNATURE:	/Eugene M. Pak/		
DATE SIGNED:	10/25/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into by and between by and between **Revive Brands** ("Assignee"), a California corporation, with an address of 3900 Cypress Avenue, Petaluma, California 94954, and **Live Soda LLC** ("Assignor") a Texas limited liability company, with an address of 4020 South Industrial Drive, Suite 133, Austin, Texas 78744. Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties."

Whereas Assignor is the owner of the trademark REVIVE ROOTBEER (USPTO Registration No. 4486171) including the goodwill associated therewith (hereafter the "REVIVE ROOTBEER Mark");

Whereas Assignor has transferred and/or hereby transfers to Assignee all right, title and interest in and to the REVIVE ROOTBEER Mark including the goodwill associated therewith and the Registration;

Whereas, the Parties wish to confirm and record the assignment of the REVIVE ROOTBEER Mark from Assignor to Assignee; and

Now, therefore, in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

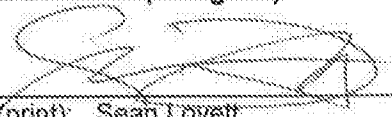
1. Assignment. Assignor hereby does sell, convey, transfer, and assign, and confirms such sale, conveyance, transfer, and assignment, to Assignee, the entire right, title, and interest in and to the REVIVE ROOTBEER Mark and the goodwill and business associated therewith, on a worldwide basis. This assignment includes any and all of Assignor's registrations or applications to register the REVIVE ROOTBEER Mark, including Registration No. 4486171, and the right to sue and to bring any action or proceeding with respect to the REVIVE ROOTBEER Mark including for any past, present, or future infringements and to recover damages, profits, fees and costs.

2. Recordation. Assignor authorizes the USPTO and any other governmental agency outside the United States, if applicable, to record this assignment of the REVIVE ROOTBEER mark including Registration Number 4486171. Assignor further agrees to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require, in order to transfer, perfect, enforce, and vest all of Assignor's rights, title, and interest in and to the REVIVE ROOTBEER Mark to Assignee.

3. General Provisions. In the event that any provision of this Agreement shall be held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way. This Agreement shall be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of California, United States of America, including all matter of construction, validity, and performance. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as of the Effective Date.

REVIVE BRANDS (Assignee)

By: 
Name (print): Sean Lovett
Title: CEO
Date signed: 8/7/17

LIVE SODA LLC (Assignor)


By: _____
Name (print): _____
Title: _____
Date signed: _____

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as of the Effective Date.

REVIVE BRANDS (Assignee)

By: _____
Name (print): Sean Lovett
Title: _____
Date signed: _____

LIVE SODA LLC (Assignor)

By: 
Name (print): Travis Ross
Title: CEO
Date signed: 9/6/17

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