

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Quality Water & Beverage, LLC		09/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Niagara Bottling, LLC		
Street Address:	2560 East Philadelphia Street		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91871		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86827208	PUREAU	
Serial Number:	87102470	AQUATHRIVE	
Serial Number:	87102810	AQUA THRIVE	
Serial Number:	87218894	RUGGED WATER	
Registration Number:	4422205	PUREAU	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<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:	212 336 8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	H. Pekowsky, Esq., AR&E LLP		
Address Line 1:	90 Park Avenue		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Holly Pekowsky		
SIGNATURE:	/Holly Pekowsky/		
DATE SIGNED:	01/29/2018		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 13, 2017, is made by First Quality Water & Beverage, LLC, a Delaware limited liability company having an address at 80 Cuttermill Road, Suite 500, Great Neck, New York 11021 ("Assignor"), in favor of Niagara Bottling, LLC, a Delaware limited liability company with an address at 2560 East Philadelphia Street, Ontario, California 91871 ("Assignee"), pursuant to the terms of the Asset Purchase Agreement by and between Assignor and Assignee dated as of September 13, 2017 (the "Asset Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title and interest in the marks, Registration and Applications shown in attached Exhibit A, and all related goodwill (collectively, the "Marks, Registration and Applications"); and

WHEREAS, Assignee is desirous of acquiring all of the right, title and interest of Assignor in and to the Marks, Registration and Applications under the terms set forth in the Asset Purchase Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor as of the date hereof, does hereby assign, transfer and deliver, and Assignee hereby accepts, all of its right, title and interest in and to the Marks, Registration and Applications, together with that part of the business of Assignor and with that part of the goodwill of the business of Assignor connected with the use of and symbolized by the Marks, Registration and Applications therefor, all rights of any kind of Assignor accruing under

any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, all income, royalties, damages and payments now or hereafter due or payable in respect to such Marks, Registration and Applications and all causes of action with respect to any of the foregoing (either in law or in equity), whether accruing before, on, or after the date hereof, and the right (but no obligation), including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, to Assignee.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor hereby agrees to sign all additional lawful papers and to perform all other lawful acts which Assignee and its successors, assigns, and legal representatives may reasonably request, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, to effect, evidence, or perfect the assignment of the Marks, Registration and Applications to Assignee, or any assignee or successor thereto.

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks, Registration and Applications. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency

between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

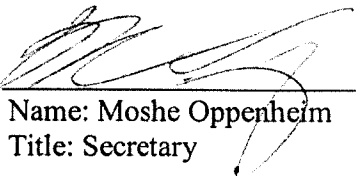
This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date above.

FIRST QUALITY WATER & BEVERAGE, LLC

By:



Name: Moshe Oppenheim
Title: Secretary

Exhibit A

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
PUREAU	77/983,582	4,422,205
PUREAU	86/827,208	
AQUATHRIVE	87/102,470	
AQUA THRIVE	87/102,810	
RUGGED WATER	87/218,894	