

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brandstorm, Inc.		12/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TOBOCO LLC		
Street Address:	7535 Woodman Place		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91405		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3904913	NATIERRA	
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:	3106998155		
Email:	melissa@melissakdagodag.com		
Correspondent Name:	Melissa K. Dagodag		
Address Line 1:	468 N. Camden Drive, 2nd Floor		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Melissa K. Dagodag		
SIGNATURE:	/Melissa K. Dagodag/		
DATE SIGNED:	01/30/2018		
Total Attachments: 3			
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OP \$40.00 3904913

ASSIGNMENT OF TRADEMARK RIGHTS AGREEMENT

FOR "NATIERRA" (THE "AGREEMENT")

1. WHEREAS, We, Brandstorm, Inc., a California corporation ("Assignor"), whose principal business address is 7535 Woodman place, Van Nuys, CA 91405, own the trademark registered under U.S. Trademark Reg. No. 3,904,913, the EU Application No. 012128674, and the Canadian Application No. 1,724,630 for "NATIERRA" for International Class 029 for Canned fruits; Canned or bottled fruits; Dehydrated fruit snacks; Dried fruit mixes; Dried fruits; Frozen fruits; Fruit-based food beverage; Fruit-based snack food; Fruit-based spreads; Fruits, namely, dried, canned, preserved, processed goji berries; Processed fruits; Snack mix consisting primarily of processed fruits, processed nuts and/or raisins; Candied fruit; Candied fruit snacks; Candied nuts; Processed nuts; Processed roots; and for International Class 032 for Fruit beverages; Fruit drinks; Fruit juices, namely, goji berry juice; Fruit-flavored drinks; Fruit-flavoured beverages; Non-alcoholic beverages with tea flavor; Non-alcoholic fruit juice beverage; Non-alcoholic beverages containing fruit juices (collectively, the "Mark");

2. WHEREAS, TOBOCO LLC, a Nevada limited liability company ("Assignee") having its principal place of business at 7535 Woodman Place, Van Nuys, CA 91405 is desirous of acquiring the entire right, title, and interest in and to the Mark, which have been and may be granted and issued in the United States of America, the European Union, and Canada, and as may exist throughout the world in common law;

3. NOW THEREFORE, in consideration of the sum of Ten Thousand U.S. Dollars (USD \$10,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, We, Assignor, do hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest, and GOODWILL, in and to the Mark for the territories of the United States, the European Union, Canada, and throughout the world, including any and all foreign rights and Convention priorities, in and to the Mark, to be held and enjoyed by said Assignee for its use and benefit and for its successors and assigns to the full end of the term for which said trademark registration may be granted, as fully and entirely as the same would have been held by us as if this assignment and sale had not been made.

4. The provisions of this Agreement will take full effect upon signature of said agreement, and evidence of receivables and statements will be exchanged between BrandStorm Inc and TOBOCO until such time as Assignor receives full payment of the aforementioned sum.

5. WE FURTHER AGREE to execute upon presentation any and all domestic and foreign applications describing and claiming the Mark without further consideration, and in conjunction therewith to execute any and all further assignments or other documents that may be required for filing under the International Convention or for recording in trademark and intellectual property offices throughout the world. If we cannot sign or refuse to execute any and all domestic and foreign applications, assignments, or documents describing and claiming our trademark, we hereby appoint Melissa Kerry Dagodag, Esq. with Full Power of Attorney to prosecute any and all applications and to transact all business related to the Mark, including the signing of documents, concerning our Trademark Application and Registration on our behalf.

6. The persons signing below on behalf of each party hereby warrant that they are the authorized representative of the party for whom they are signing and have full authority to enter into this Agreement and unconditionally bind the party to all terms and conditions stated herein.

7. We, Assignor, hereby warrant that we have the proper title to transfer all the worldwide rights, title, and interest in and to the trademark registered under U.S. Trademark Reg. No. 3,904,913, the European Union trademark application bearing EU Application No. 012128674, and the Canadian application bearing Canadian Application No. 1,724,630 and have not previously transferred any interests to the Mark to another party prior to this instant assignment document.

8. This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously throughout the universe in perpetuity.

9. The parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation within thirty (30) days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to arbitration. The arbitration award shall be final and binding upon the parties and shall be enforceable in accordance with its terms.

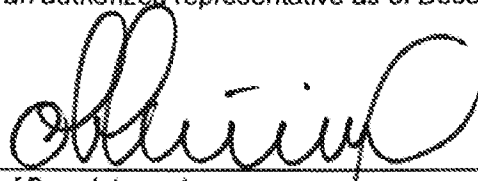
10. The validity, interpretation and implementation of this Agreement shall be governed by the laws of the state of California, the county of Los Angeles.

11. Any amendment and supplement of this Agreement shall come into force only after both parties sign a written agreement. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

12. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering any other provision hereof invalid or unenforceable in any other jurisdiction. This Agreement may be executed by manual or facsimile signatures and in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by an authorized representative as of December 30, 2016 .

By "Assignor":



Authorized Representative of Brandstorm, Inc.

By "Assignee":



Authorized Representative of Toboco, LLC