

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compania Topo Chico	FORMERLY Compania Topo Chico S. de R.L. de C.V.	09/30/2017	Corporation: MEXICO
RECEIVING PARTY DATA			
Name:	The Coca-Cola Company		
Street Address:	One Coca-Cola Plaza		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30313		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2717580	PEÑA BLANCA	
Registration Number:	4282272	TOPO CHICO	
Registration Number:	5104814	TOPO CHICO	
Registration Number:	1332482	TOPO CHICO	
Registration Number:	2239017	TOPO CHICO	
Registration Number:	5132122	TOPO CHICO IMPORTED MINERAL WATER MADE I	
Registration Number:	4167045	TOPO CHICO MINERAL WATER	
Registration Number:	3143544	TOPO SABORES	
Registration Number:	5104816		
Registration Number:	5104815		
Registration Number:	2281161		
CORRESPONDENCE DATA			
Fax Number:	4045985315		
<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:	404-676-5315		
Email:	yoospark@coca-cola.com		
Correspondent Name:	Yoo-Sun Park		

CH \$290.00 2717580

Address Line 1:	One Coca-Cola Plaza
Address Line 4:	Atlanta, GEORGIA 30313

NAME OF SUBMITTER:	Yoo-Sun Park
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SIGNATURE:	/Yoo-Sun Park/
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DATE SIGNED:	01/31/2018
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Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made effective as of September 30, 2017, by and between COMPANÍA TOPO CHICO, a corporation under the laws of Mexico (the "*Assignor*"), and THE COCA-COLA COMPANY, a Delaware corporation (the "*Assignee*").

RECITALS

WHEREAS, the Assignor is the owner of certain trademarks and/or service marks; and

WHEREAS, Assignee, the Assignor, INTEREX CORPORATION, a Delaware corporation, ARCA CONTINENTAL S.A.B. de C.V and AC BEBIDAS, S. de R.L. de C.V., a *sociedad de responsabilidad limitada* under the laws of Mexico, are parties to an Asset Purchase Agreement, dated September 30, 2017 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Assets (such initially capitalized term and, except as defined herein, all other initially capitalized terms used herein shall have the same meanings ascribed to them in the Purchase Agreement), including, without limitation, the trademarks, service marks, trade names, domain names, logos, designs, brand names, trade dress and slogans, whether or not registered, set forth on Annex A attached hereto, (i) all of the goodwill associated therewith, (ii) all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, and registrations and applications for registration thereof, and (iii) all rights (including without limitation common law rights) to collect royalties and proceeds in connection with any of the foregoing (collectively, the "*Assigned Trademarks*"); and

WHEREAS, Assignor's entering into this Assignment is a material inducement for Assignee agreeing to enter into and complete the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in exchange for the payment of the Purchase Price set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, the Assigned Trademarks and all of Assignor's right, title and interest in, to, and under the Assigned Trademarks, including all claims for past, present and future infringement, misappropriation, or other violation of the Assigned Trademarks with the right to sue for the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. For the avoidance of doubt, the intent-to-use trademark applications included in the Assigned Trademarks are being assigned as part of the entire ongoing and existing business or portion thereof to which such marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060. Seller authorizes the Commissioner of

Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue, assign, and otherwise transfer all of the Assigned Trademarks to Assignee, as assignee thereof, or otherwise as Assignee may direct.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for trademark registrations or other forms of protection for the Assigned Trademarks and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever reasonably necessary, Assignor agrees to review and execute or use best efforts to cause the appropriate persons to execute any or all documents to give effect to this provision.

3. Further Assurances. Assignor covenants and agrees that, at the reasonable request of Assignee, and without further compensation, at any time and from time to time, it shall execute such deeds or documents and do such acts or things as Assignee may reasonably request to give effect to this Assignment. If Assignee is unable for any reason to secure Assignor's signature to any document required to give effect to this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. Cooperation. Assignor shall use Assignor's commercially reasonable efforts to cooperate fully with Assignee to give Assignee access to Assignor's relevant books and records and to make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned Trademarks.

6. Successors and Assigns. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Notice. All notices, demands or other communications given under this Assignment shall be given in accordance with the Purchase Agreement.

8. Counterparts. This instrument may be executed by the parties hereto in separate counterparts (including by facsimile or electronic copy), each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

9. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and

obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

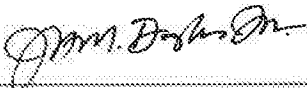
[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

THE COCA-COLA COMPANY
a Delaware corporation

By: 

Name: J. Alexander M. Douglas, Jr

Title: President Coca-Cola North America



ANNEX A

ASSIGNED TRADEMARKS

Mark	Country	Reg. No. / Ser. No	Owner	Goods
PENA BLANCA (Stylized)	US	RN: 2717580 SN: 78102885	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) non-alcoholic beverages, namely soft drinks
TOPO CHICO	US	RN: 4282272 SN: 85641652	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 25) shirts
TOPO CHICO (Stylized)	US	RN: 5104814 SN: 87030412	Cia Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) mineral water
TOPO CHICO	US	RN: 1332482 SN: 73487273	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) carbonated mineral water
TOPO CHICO	US	RN: 2239017 SN: 75505079	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) flavored non-alcoholic beverages, namely, flavored carbonated soft drinks; and concentrates, namely, syrups and powders used in the preparation of soft drinks
TOPO CHICO IMPORTED MINERAL WATER MADE IN MEXICO EST. SINCE	US	RN: 5132122 SN: 87030414	Cia Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) mineral water

Mark	Country	Reg. No. / Ser. No	Owner	Goods
1895 MINERAL WATER BOTTLED AT SOURCE MONTERRE Y, MEXICO and Design				
TOPO CHICO MINERAL WATER and Design	US	RN: 4167045 SN: 85436609	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) carbonated mineral water
TOPO SABORES	US	RN: 3143544 SN: 78601365	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) flavored non-alcoholic beverages, namely, flavored carbonated soft drinks; concentrates, namely, syrups and powders used in the preparation of soft drinks
Design Only	US	RN: 5104816 SN: 87030422	Cia. Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) mineral water

Mark	Country	Reg. No. / Ser. No	Owner	Goods
Design Only	US	RN: 5104815 SN: 87030417	Cia. Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) mineral water
Design Only	US	RN: 2281161 SN: 75505078	Compañía Topo Chico, S. de R.L. de C.V.	(Int'l Class: 32) mineral water; flavored non-alcoholic beverages, namely, flavored carbonated; soft drinks; concentrates, namely, syrups and powders used in the preparation of soft drinks
Design Only	US	Serial number: 87505611	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)
Design Only	US	Serial number: 87505654	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)
Design Only	US	Serial number: 87505677	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)
Design Only	US	Serial number: 87505773	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)

Mark	Country	Reg. No. / Ser. No	Owner	Goods
Design Only	US	Serial number: 87505813	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)
Design Only	US	Serial number: 87505834	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)
Design Only	US	Serial number: 87505841	Compañía Topo Chico S. de R.L. de C.V.	International Class: 032 Identification: Mineral Water Filing Basis: Section 1(b)