

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM473108

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900449494		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
9MM AMERICAN BEVERAGES COMPANY LLC		02/12/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Philippe PEANO		
Street Address:	138 B Chemin Lebon Mont vert les bas		
City:	SAINT PIERRE		
State/Country:	FRANCE		
Postal Code:	97410		
Entity Type:	INDIVIDUAL: FRANCE		
Name:	Eric FARRO		
Street Address:	3 Impasse Marie Alionore		
City:	RAVINE DES CABRIS		
State/Country:	FRANCE		
Postal Code:	97432		
Entity Type:	INDIVIDUAL: FRANCE		
Name:	Steve CLAVETTE		
Street Address:	des tilleuls Ste Catherine		
City:	Quebec		
State/Country:	CANADA		
Postal Code:	J5C 1K5		
Entity Type:	INDIVIDUAL: CANADA		
Name:	Maximin HOARAU		
Street Address:	4 Chemin de la Plaine		
City:	LA RIVIERE		
State/Country:	FRANCE		
Postal Code:	97421		
Entity Type:	INDIVIDUAL: FRANCE		
PROPERTY NUMBERS Total: 2			

Property Type	Number	Word Mark
Registration Number:	4685058	9MM ENERGY DRINK 9MM ENERGY DRINK
Registration Number:	5161297	9MM

CORRESPONDENCE DATA

Fax Number: 6462257137

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.

Phone: 2127917200

Email: jtm@hartbaxley.com

Correspondent Name: Joseph T. Murray

Address Line 1: 90 John Street

Address Line 2: Suite 403

Address Line 4: New York, NEW YORK 10038-3242

NAME OF SUBMITTER:	Joseph T. Murray
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SIGNATURE:	/JosephTMurray/
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DATE SIGNED:	05/08/2018
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Total Attachments: 15

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SALE AND ASSIGNMENT OF ASSETS

(the "Agreement")

Between,

9MM American Beverage Company LLC, a company incorporated under Florida Corporate laws in the USA under number L09000080267, located at 1901 60th Palace E. Suite, L 2306 Bradenton, FL 34203, USA, new seat: 4281 Express Lane Suite L2306 Sarasota Florida 34238 (US)

Represented by MR. GYULA UBITZ, born on [18/07/1965], in [Hungary, Eger], domiciled in Hungary 2045 Törökbálint Csiri utca18 (hereafter "American Beverages"),

Mr. GYULA UBITZ, born on 18/07/1965, in Hungary, Eger, domiciled in Hungary 2045 Törökbálint Csiri utca18 (hereafter "Mr Ubitz"),

*Together the "Assignor", and
individually American Beverages
and Mr Ubitz.*

And

M. Philippe PEANO

Born on 25 November 1969 in Nice, France, domiciled at 138 b Chemin Lebon Mont vert les bas, 97410 Saint Pierre (La Reunion Island)

M. Eric FARRO

Born on 26 June 1977, Saint pierre , France,

domiciled at 3 Impasse Marie Alionore 97432 Ravine des Cabris, (La Reunion Island)

M. Steve CLAVETTE

Born on 7 July 1971 , in Montreal, Canada, domiciled at 1105 des Tilleuls, Ste-Catherine, Québec, Canada , J5C 1K5

M. Maximin HOARAU

Handwritten signatures and initials. On the left, a large, stylized signature. To its right, the letters 'FE' are written. Further right, there is a signature that appears to be 'Pr' with a small '1' next to it.

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The Assignor wishes to assign and transfer to the Assignee the Assigned Assets and the Assignee wishes to purchase or acquire the Assignor's right, title, and interest in and to the Assigned Assets.

It is in these circumstances that the parties have agreed to the terms of the present agreement.

THE PARTIES HERETO AGREE AS FOLLOWS

ARTICLE 1: DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- **Agreement** means this agreement including Appendix 1 to 14 effective at Closing Date.
- **Assigned Assets:** all Intellectual Property Rights specified in Appendix 1 and Appendix 2 attached hereto (Trademarks) and all Intellectual Property Rights embodied in the eight Recipes of energy drinks specified in Appendix 3 attached hereto (Recipes) as well as the materials listed in Appendix 4.
- **Closing Date:** means the date defined in article 7.
- **Escrow Agent:** means the law firm Cabinet EGLOFF TRAGIN DOMENACH, represented by Cyril Michel TRAGIN
- **Intellectual Property Rights:** all intellectual property rights wherever in the world, whether recordable or not recordable, and whether recorded or not recorded (including any application or right of application for such rights) and including Trademarks, confidential information, trade secrets, Know-How)
- **Know-How:** data, knowledge and information, including materials, samples, chemical manufacturing data, toxicological data, pharmacological data, preclinical data, assays, platforms, formulations, specifications, quality control testing data, that are necessary or useful for the discovery, manufacture, development or commercialization of the energy drinks which are specified in Appendix 3 attached hereto.
- **Losses** means and includes all losses, claims, costs and damages (whether direct and indirect, general or special, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorney and accountant fees.
- **Material Adverse Effect:** means any of the following:
 - event, occurrence, fact, condition, change, development or effect that is or may be materially adverse to the substantial properties (tangible or intangible), or liabilities attached to the Assigned Assets;
 - material impairment of the Assignor to perform its obligations thereunder;
- **Mr Gabor Rights:** the 50% of the trademarks listed in the Appendix Assigned Assets that Mr Herendi Gabor has sold to the Assignee according to the documents attached hereto as Appendix 5;

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3.2 The Assignor represents and warrants to, and for the benefit of the Assignee, on the date of this Agreement which representations and warranties shall be deemed repeated and true, complete and accurate in all aspects on a continuing basis that:

- (3.2.1) American Beverages is a company duly organized and validly existing under the laws of the State of [Florida]. The current certificate of good standing is attached as Appendix 7 to this Agreement. The certificate of incorporation of the Assignor is attached as Appendix 8 to this Agreement.
- (3.2.2) No petition in bankruptcy has been filed against the Assignor and no arrangement proceedings or proceedings for compulsory management have been instituted until and including the day of signature of this Agreement.
- (3.2.3) No proceedings have been instituted, aimed at satisfying any creditor in connection with any Assigned Assets. American Beverages and Mr Ubitz hold full rights to the Assigned Assets and Know How.
- (3.2.4) No securities, charges, encumbrances have been granted as regards the Assigned Assets.
- (3.2.5) American Beverages and Mr. Guyla Ubitz, have duly filed all required tax and social security contribution returns, including but not limited to those relating to income tax, sales tax and tax on goods and services (VAT), excise duty, and paid any and all amounts which were or are due before or upon the signature hereof. There is no outstanding tax or social security contribution to be paid by American Beverages and Mr Ubitz that could impact the ownership and the exploitation of the Assigned Assets.
- (3.2.6) it has the power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other approvals have been validly obtained to authorize such execution, delivery and performance, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (3.2.7) it has conducted its business in compliance with all laws and the terms of administrative approvals and that it has not in default with any law and has not received any notice or other communication alleging with such default.
- (3.2.8) the execution, delivery and performance of any of its obligations under this Agreement does not and will not:
 - (i) contravene any law or breach or constitute a default under its corporate documents;
 - (ii) result in any violation or breach of, or constitute a default under the terms, conditions or provisions of any contract, pledge, note, bond, mortgage, contract or other agreement, instrument or obligation to which it is a party or by which any of its assets may be bound to;
 - (iii) conflict with or violate any permit, concession, franchise, license, judgment, order, decree, statute, law, rule or regulation applicable to the American Beverages or Mr Ubitz or any of his Assets;

3.2 according to the best knowledge of the Assignor there are no pending actions, investigations, suits or proceedings against it or affecting any of the Assigned

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ARTICLE 4- INDEMNIFICATION

4.1 Indemnification obligation: from and after the Closing Date the Assignor shall indemnify, defend and hold harmless the Assignee, promptly upon demand at any time and from time to time, against any Losses relating to or arising out of or in connection with: any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry (together a "Claim") arising out of or in connection with:

- (i) an inaccuracy, misrepresentation or any breach of any Warranty
- (ii) a breach of any covenant or obligation of the Assignor contained herein and or
- (iii) any liabilities (including contingent liabilities, whether or not known or contemplated at the time of execution of this Agreement) of the Assignor not disclosed or not completely disclosed to the Assignee prior to the Closing Date;
- (iv) any pending or threatened claims regarding the Assigned Assets which relate to or arise out of the period prior to Closing Date not disclosed to the Assignee prior to Closing Date;
- (v) a breach of any representation or Warranty or undertaking or covenant made by Assignor in this Agreement;
- (vi) the non-performance in whole or in part by the Assignor of any of its covenants or agreements contained in this Agreement,

4.2 The Assignee shall be entitled in its absolute discretion to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any Claim (including without limitation making claims against third parties). The Assignee shall notify the Assignor about the actions at least 5 (five) working days beforehand according to Article 19.2, if the actions relate to the indemnification obligation of the Assignor.

Indemnification rights of the Assignee under this Agreement are independent of, and in addition to, such other rights and remedies as the Assignee may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

ARTICLE 5- CONDITIONS PRECEDENT

Prior to Closing Date, The Assignee has received evidence that:

- Mr Gabor Rights have been sold and transferred to Mr Ubitz as evidenced by the documents to be attached hereto as Appendix 5 and this sale and transfer is effective at Closing Date

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- 7.1.2 Upon reception of the six copies of the Agreement duly signed, initialled and completed including all the Appendixes duly filed, the Assignee will transfer in 3 (three) business days to the bank account of American Beverages corresponding to the bank account identity of Appendix 10, the amount of EUR 305, 000.000 (three hundred five thousand euros), corresponding to the value and part of the price of the Assigned Assets owned by American Beverages and listed in Appendix 1. Assignor acting directly or through its representative as the case may be, undertakes to immediately confirm by written email to the Assignee that he has received the payment of EUR 305.000. Such confirmation will be sent to:
- cabinet.egloff.tragin@orange.fr
- 7.1.3 Four business days (calendar days excluding Saturday, Sunday, French or Hungarian bank holiday) after American Beverages has received the payment of article 7.1.2, Mr Guyla Ubitz shall provide Assignee with the documents listed in Appendix 5. Such documents (MM5 form and document so called confirmation certificate) duly formalised and signed evidencing the change of ownership of the Assigned Assets listed in Appendix 2 from Mr Gabor to him will be sent by Fedex or DHL to the Escrow Agent at the following address:

Cabinet EGLOFF TRAGIN DOMENACH

Me Cyril TRAGIN (Partner)

18 rue Drouot

75009 Paris

and also by pdf copy at the email address of the legal counsel of Assignee will be sent immediately :

cabinet.egloff.tragin@orange.fr

- 7.1.4 Upon reception of the documents listed in Appendix 5 evidencing clearly the transfer of ownership of Mr Gabor Rights and completion of the above provisions of Article 7, the Assignee will transfer in 3 (three) business days (the "Transfers" and each a "Transfer") : (i) the amount of EUR 45,000.00 (forty five thousand euros) to the bank account of Mr Ubitz corresponding to the bank account identity of Appendix 9 and (ii) the amount of 50,000 (fifty thousand euros) to the Escrow Account corresponding to the bank account identity of Appendix 6 for the purpose of the escrow (hereafter the Escrow). Such Escrow will be released according to the conditions of article 9.
- Assignor acting directly or through its representative undertakes to immediately confirm by written email to the Assignee that he has received the payment of EUR 45.000. Such confirmation will be sent to:

Amount). The conditions of such escrow are settled in the Escrow Agreement attached hereto in Appendix 14.

9.2 Subject to the terms of the Agreement and the Escrow Agreement, on March 1, 2019 (the "Escrow Release Date"), the Escrow Agent shall, in accordance with the terms and conditions of this Agreement and the Escrow Agreement, release all remaining Escrow amount not distributed or distributable to the Assignee in accordance with Section 9.3 and articles 4 and 5 of the Escrow Agreement as following:

- (fifteen thousand euros) 15.000 EUR less any amount due on the basis of a Distribution under articles 4 and 5 of the Escrow Agreement will be release at Escrow Release Date to the benefit of Mr Ubitz and transferred to the account of Appendix 9;
- (thirty five thousand euros (35.000 EUR) less any amount due on the basis of a distribution under articles 4 and 5 of the Escrow Agreement will be released at Escrow Release Date to the benefit of American Beverages and transferred to the account of Appendix 10.

9.3 Should a Claim triggering a Material Adverse Effect arise in connection with the declarations and warranties of Assignor in this Agreement (the Event), Assignee should notify to Assignor and Escrow Agent (at the address provided in article 19) the Event by letter with acknowledgment of receipt with the details and circumstances evidencing the Event according to the conditions and terms and notably articles 4 and 5 of the Escrow Agreement attached hereto as Appendix 14 (the Notification). Upon first presentation of such Notification, Assignor shall remedy to the situation according to the conditions of article 4 and article 5 of the Escrow Agreement and Assignor will be entitled to the procedure and the rights described in articles 4 to 6 of the Escrow Agreement..

9.4 The Escrow and Escrow Amount are subject to the provisions of article 7.3 and the Escrow Agreement.

9.5 Certified proof of existence of this Escrow Account has been delivered in Appendix 6.

ARTICLE 10- CAP MANUFACTURING MACHINE TRANSFER

10.1 Assignment and Assumption. (a) As and from the Closing Date Assignor will assign and transfer to Assignee, all of Assignor's rights, duties and obligations on the Cap manufacturing Machine as detailed in Appendix 4, and Assignee hereby accepts such assignment and delegation and assumes such rights, duties and obligations; provided, however, that Assignor shall remain ultimately responsible for any damage that may occur to the device from its own intervention, or from third party's acts, until Assignee take physically possession of the Device.

10.2 Description of the Device.

Device that allows to manufacture the upper part of the specific can of the energy drink a draft of which is attached as Appendix 3.

The Know-How and the information disclosed in the present are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this agreement.

Moreover, the Assignor hereby undertake not to use the Know-How, and more particularly the recipe of the beverage for any personal or commercial use and for any direct or indirect (i.e through third party) exploitation.

As a consequence of the assignment, the use of the recipe by the Assignor after the date of signature of the present agreement would constitute an infringement to the commitments hereby taken, and would expose the Assignor to the payment of damages to the Assignee.

More generally, and from the date of signature, the Assignor is banned from using, directly or indirectly, to use any Intellectual Property here granted to the Assignee.

The Assignor warrants to the assignee that no facts, data, information, record, documents, contract and/or other material has been withheld, not disclosed and/or revealed which would have an impact on the assessment of the value of the Know-How and/or the decision of the assignee to buy the IP assets.

Finally, the Assignor acknowledges that the present assignment is governed by articles 1625 and following of the French Code Civil related to the legal peaceful possession guarantee: the purchaser proper and peaceful possession against de facto and de jure disturbances from the vendor or third parties.

ARTICLE 15- APPLICABLE LAW

This agreement is governed by and construed in accordance with French Law.

ARTICLE 16- COMPETENT JURISDICTION

Any and all disputes arising in connection with this Agreement shall be settled by the competent court in accordance with French law.

ARTICLE 17- COSTS

Any legal, financial and consulting expenses of the Assignor in relation to this Agreement shall be borne solely by the Assignor. The Assignee shall be responsible for its own expenses. The expenses of registration of the change in ownership of the Assigned Assets shall be born solely by the Assignee.

ARTICLE 18- INTERPRETATION

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19.5 Assignment. No Party shall be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part provided however that the Assignee shall be entitled to assign any of its rights hereunder or transfer any of its rights or obligations hereunder to any of its affiliates, companies, and any purchaser or prospective purchaser and for this purpose the other Party to this Agreement shall without demur execute such instrument as may be requested by Assignee;

19.6 Severability. Each of the provisions and restrictions of this Agreement is separate and distinct and is to be construed separately from the other provisions or restrictions. The Parties shall each, acknowledge that they consider such provisions to be reasonable both individually and in aggregate. However, if any such restrictions or provision shall be found to be void or not enforceable but would be valid or enforceable if some part of it were deleted or the period or area of application reduced, the Parties each, agree that such restriction shall apply with such modifications as may be necessary to make it valid. If any provision of this Agreement is held to be invalid or unenforceable, it shall not invalidate the remaining provisions of this Agreement.

19.7 Waivers and remedies. No failure or delay the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of it or the exercise of any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

19.8 Counterparts. This Agreement may be signed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

19.9 Non Competition. After the Closing Date and during two years, the Assignor shall not, directly or indirectly, render any services to, or act in any capacity for, or acquire any interest of any type in any company having an activity similar to the Activity in European Union.

  
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Done in six original copies.

In Sudapest

On 12/02/2018

For the Assignor

9MM AMERICAN
BEVERAGE COMPANY LLC
1251 EXPRESS LANE SUITE 1000
SARASOTA FL 34238 US

9MM AMERICAN
BEVERAGE COMPANY LLC
1251 EXPRESS LANE SUITE 1000
SARASOTA FL 34238 US

For and on behalf of AMERICAN BEVERAGES COMPANY LLC
represented by Mr Gyula UBITZ

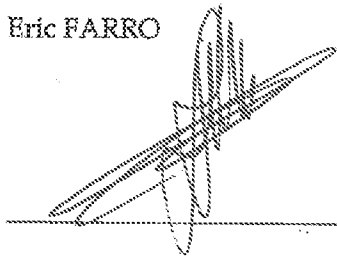
For Mr Gyula UBITZ

For and on behalf of the Assignee

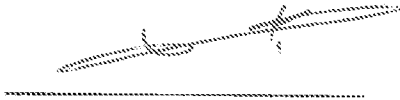
Philippe PEANO

Steve CLAVETTE

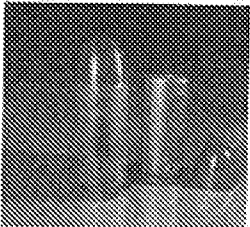

Eric FARRO

A handwritten signature in dark ink, featuring a series of overlapping, slanted strokes that form a stylized, somewhat abstract shape. The signature is positioned above a horizontal line.

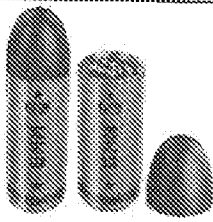



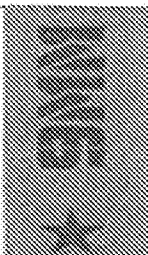
Maximim HOARAU

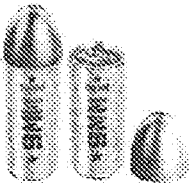

A handwritten signature in dark ink, consisting of a series of slanted, overlapping strokes that form a stylized, somewhat abstract shape. The signature is positioned above a horizontal line.

APPENDIX 1: The Trademarks¹

Trademark	Trademark Office	Designated territories	Number of filing	Number of registration	Classes	Status	Date of filing/registration/priority date
	WO	Croatia Bosnia and Herzegovina Turkey Norway Serbia Ukraine Montenegro Switzerland Russian Federation The former Yugoslav Republic of Macedonia Monaco	1024498	1024498	32, 33	Registered	28-10-2009
	US	United States of America	85616520	4685058	32	Registered	08-12-2011

¹ The present chart is only for informative purpose, the details of the trademarks are included in Appendix 2. In case of any collusion the content of Appendix 2 shall prevail.

Trademark	Trademark Office	Designated territories	Number of filing	Number of registration	Classes	Status	Date of filing/registration/priority date
	EM	European Community	011216546	011216546	32, 33	Registered	26-09-2012
)	EM	European Community	011216306	011216306	32, 33	Registered	26-09-2012
	EM	European Community	011218005	011218005	32, 33	Registered	26-09-2012
	EM	European Community	010102226	010102226	32, 33	Registered	09-08-2011
	CL	Republic of Chile	1010091	1168884	32	Registered	01/06/2012

Trademark	Trademark Office	Designated territories	Number of filing	Number of registration	Classes	Status	Date of filing/registration/priority date
	PY	Paraguay	1322236	391085	32	Registered	20/12/2013
	ZA	South Africa	2013/04230	2013/04230	32	Registered	19/02/13
9 MM	CA	Canada	1736878		8,16,18,25,30,32,33	Filed	10-07-2015

United States of America

United States Patent and Trademark Office



Reg. No. 4,685,058

Registered Feb. 10, 2015

Int. CL: 32

TRADEMARK

PRINCIPAL REGISTER

9999999 AMERICAN BEVERAGE COMPANY, LLC, FLORENCE, FLORIDA LIMITED LIABILITY COMPANY,
1091 60TH PLACE E., SUITE 1206
BRADENTON, FL 34204

FOR ENERGY DRINKS, IN CLASS C (31A), C1C 45, 46 AND 48

FIRST USE 12-7-2012, IN COMMERCE 12-7-2012

PRIORITY CLAIMED UNDER SEC. 440C ON RE PUBLIC BULGARIA APPLICATION NO.
1090289, FILED 12-8-2011

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ENERGY DRINK" APART
FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A THREE-DIMENSIONAL CONFIGURATION OF PRODUCT
PACKAGING SHAPED LIKE A 9MM BULLET CONSISTING OF A CYLINDRICAL CAN
WITH A DUMED CAP ON THE CAN APPEARS A STAR ABOVE THE STYLIZED WORDING
"9MM" ABOVE THE STYLIZED WORDING "ENERGY DRINK" ABOVE THE STYLIZED
WORDING "9MM" ABOVE A STAR ABOVE HANDS CONTAINING THE STYLIZED
WORDING "ENERGY DRINK". THE GRAY AND DARK GRAY ON THE SIDES OF THE
CYLINDER AND LOGO ARE FOR SHADING PURPOSES AND ARE NOT PART OF THE
MARK.

BN 95-616 329, 10/1/13 5-4-2012

KRISTINA MORRIS, EXAMINING ATTORNEY



Michelle K. Lane

Deputy Director of the United States
Patent and Trademark Office

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United States of America

United States Patent and Trademark Office

9MM

Reg. No. 5,161,297

Registered Mar. 14, 2017

Int. Cl.: 32

Trademark

Principal Register

9A31 AMERICAN BEVERAGE COMPANY, LLC (FLORIDA LIMITED LIABILITY COMPANY)

1901 60TH PLACE E., SUITE 12306
BRADENTON, FL 34203

CLASS 32: Beers; energy drinks; fruit drinks and fruit juices; mineral and aerated waters; soft drinks

FIRST USE 12-7-2012; IN COMMERCE 12-7-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 85-809,631, FILED 12-21-2012

JOHN M GARTNER, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office