

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM475006

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boundary Waters Brands, LLC		05/10/2018	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intercontinental Packaging Company		
<b>Doing Business As:</b>	Prestige Beverage Group		
<b>Street Address:</b>	2300 Pilot Knob Road		
<b>City:</b>	Mendota Heights		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55120		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4089082	JOIA	
<b>Registration Number:</b>	4221188	DRINK DISTINCT	
<b>Serial Number:</b>	87836122	JOIA SPIRIT CRAFT COCKTAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927628		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Leigh Rand		
<b>Address Line 1:</b>	200 S. 6th Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55415		
<b>NAME OF SUBMITTER:</b>	Leigh Rand		
<b>SIGNATURE:</b>	/Leigh Rand/		
<b>DATE SIGNED:</b>	05/22/2018		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment Agreement") is made as of May 10, 2018, by and among Intercontinental Packaging Company, a Minnesota corporation d/b/a Prestige Beverage Group ("Assignee"), Boundary Waters Brands, LLC, a Minnesota limited liability company ("BWB"), and Joia Spirit LLC, a Minnesota limited liability company and wholly-owned subsidiary of BWB ("JOIA LLC"). Each of BWB and JOIA LLC are herein referred to individually as an "Assignor", and collectively as the "Assignors". Capitalized terms used herein without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignee, Assignors, and certain equity holders of the BWB have entered into an Asset Purchase Agreement, dated April 30, 2018 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to convey to Assignee all of its respective rights, title, and interests that it has (or may be deemed to have) in all of such Assignor's Intellectual Property, including that listed on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Each Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of the Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, including: (a) all (i) trademarks, trademark registrations and applications set forth on Exhibit A, and (ii) trademarks underlying the trademark registrations and applications set forth on Exhibit A; (b) all domain names set forth on Exhibit A; (c) any and all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

2. Moral Rights. To the extent that any rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" ("Moral Rights") are vested in an Assignor as an author of any of the works of authorship assigned under this IP Assignment Agreement, the Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims the Assignor may now or hereafter have in any jurisdiction to all such Moral Rights in relation to such works of authorship.

3. Deliverables. Upon execution of this IP Assignment Agreement, each Assignor shall deliver to Assignee the assignments in the form of Exhibit B duly executed by each Assignor.

4. Successors and Assigns. This IP Assignment Agreement shall bind and inure to the benefit of each Assignor and Assignee and their respective successors and assigns.

5. Terms of the Purchase Agreement. Each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern.

6. Further Assurances. Assignors, for themselves and their successors and assigns, hereby covenant and agree to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns (all at the cost and expense of the requesting party) to more effectively consummate the assignments contemplated by this IP Assignment Agreement, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property to the Assignee, or any assignee or successor thereto.

7. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment Agreement must be brought in any court of competent jurisdiction of the State of Minnesota and of the United States in the State of Minnesota, and, by execution and delivery of this IP Assignment Agreement, but subject to Section 1.8 [Dispute Resolution] of the Purchase Agreement where applicable, each party hereto (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party hereto waives the right to a jury trial with respect to any dispute related to this IP Assignment Agreement.

8. Counterparts. This IP Assignment Agreement may be executed in two counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) will be deemed to be original signed versions of this IP Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNORS:

**BOUNDARY WATERS BRANDS, LLC**

By: 

Name: Robert M. Safford

Its: Chief Manager

**JOIA SPIRIT LLC**

By: Boundary Waters Brands, LLC,  
as sole member

By: 

Name: Robert M. Safford

Its: Chief Manager

ASSIGNEE:

**INTERCONTINENTAL PACKAGING  
COMPANY**

By: \_\_\_\_\_

Name: Michael Johnson

Its: President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNORS:

**BOUNDARY WATERS BRANDS, LLC**

By: \_\_\_\_\_  
Name: Robert M. Safford  
Its: Chief Manager

**JOIA SPIRIT LLC**

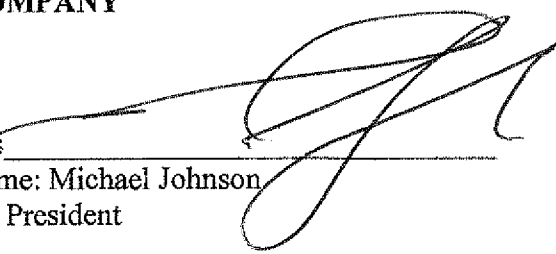
By: Boundary Waters Brands, LLC,  
as sole member

By: \_\_\_\_\_  
Name: Robert M. Safford  
Its: Chief Manager

ASSIGNEE:

**INTERCONTINENTAL PACKAGING  
COMPANY**

By: \_\_\_\_\_  
Name: Michael Johnson  
Its: President



**EXHIBIT A**  
**Intellectual Property**

**Trademarks**

<b>Trademark</b>	<b>Jurisdiction/ Status</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
<b>JOIA</b>	U.S. Registered	4089082	01/17/2012
	Australia Registered	1093762 (Int'l) 1455827 (Nat'l)	09/23/2011
	China Registration	1093762 (Int'l) G1093762 (Nat'l)	09/23/2011
<b>Drink Distinct</b>	U.S. Registered	4221188	10/9/2012
<b>JOIA SPIRIT CRAFT COCKTAIL</b>	U.S. Application	87836122	03/15/2018
<b>Choose Joy</b>	Common Law (Unregistered)		
<b>The mobile cocktail that's got taste</b>	Common Law (Unregistered)		

Entity Names/Trade Names

Joia Spirit LLC

Domain Names

myjoia.com  
joiasoda.com  
joialife.com  
boundarywatersbrands.com  
drinkdistinct.com  
choosejoia.com  
choosejoia.org  
choosejoiafoundation.org  
choosejoyfoundation.org  
JoiaSpirit.com  
Joialife.net  
Bwbsoda.com

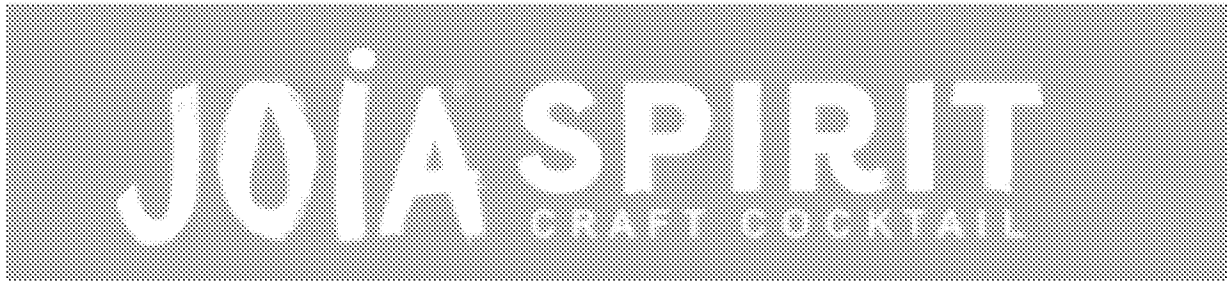
Social Media Accounts

Facebook: JoiaLife; JoiaSpirit  
Twitter: JoiaLife; JoiaSpirit  
Instagram: JoiaLife; JoiaSpirit

Logos

All rights in the following logos:

Those included under Trademarks above; and





## **EXHIBIT B**

### **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 10, 2018 by and among Intercontinental Packaging Company, a Minnesota corporation d/b/a Prestige Beverage Group ("Assignee"), Boundary Waters Brands, LLC, a Minnesota limited liability company ("BWB"), and Joia Spirit LLC, a Minnesota limited liability company and wholly-owned subsidiary of BWB ("JOIA LLC"). Each of BWB and JOIA LLC are herein referred to individually as an "Assignor", and collectively as the "Assignors").

Assignors and Assignee are parties to an IP Assignment Agreement dated May 10, 2018, where by each Assignor assigns to Assignee the trademarks and trademark registrations set forth on Schedule 1 and agrees to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademark applications and trademark registrations set forth on Schedule 1 (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, if any, the transfer of such applications accompanies the transfer of the Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing.
2. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the date first written above.

ASSIGNORS:

**BOUNDARY WATERS BRANDS, LLC**

By: 

Name: Robert M. Safford

Its: Chief Manager

**JOIA SPIRIT LLC**

By: Boundary Waters Brands, LLC,  
as sole member

By: 

Name: Robert M. Safford

Its: Chief Manager

ASSIGNEE:

**INTERCONTINENTAL PACKAGING  
COMPANY**

By: \_\_\_\_\_

Name: Michael Johnson

Its: President

**TRADEMARK**

**REEL: 006334 FRAME: 0411**

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the date first written above.

ASSIGNORS:

**BOUNDARY WATERS BRANDS, LLC**

By: \_\_\_\_\_  
Name: Robert M. Safford  
Its: Chief Manager

**JOIA SPIRIT LLC**

By: Boundary Waters Brands, LLC,  
as sole member

By: \_\_\_\_\_  
Name: Robert M. Safford  
Its: Chief Manager

ASSIGNEE:

**INTERCONTINENTAL PACKAGING  
COMPANY**

By: \_\_\_\_\_  
Name: Michael Johnson  
Its: President

**SCHEDULE 1**  
**Trademarks**

<b>Trademark</b>	<b>Jurisdiction/ Status</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
<b>JOIA</b>	U.S. Registered	4089082	01/17/2012
	Australia Registered	1093762 (Int'l) 1455827 (Nat'l)	09/23/2011
	China Registration	1093762 (Int'l) G1093762 (Nat'l)	09/23/2011
<b>Drink Distinct</b>	U.S. Registered	4221188	10/9/2012
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