

900454586 06/14/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM478033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Shelf Beverages, Inc.		06/01/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Clearly Kombucha LLC
Street Address:	1801 California Street, Suite 4600
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LLC: COLORADO <i>Gill</i>

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	4075180	CLEARLY KOMBUCHA
Registration Number:	5009822	C BOTANICALS

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:	416-679-7122
Email:	genevieve.prevost@molsoncoors.com
Correspondent Name:	GENEVIEVE PREVOST
Address Line 1:	33 Carlingview Drive
Address Line 4:	Toronto, ONTARIO M9W 5E4

NAME OF SUBMITTER:	Genevieve Prevost
SIGNATURE:	/Genevieve Prevost/
DATE SIGNED:	06/14/2018

Total Attachments: 5
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OP \$65.00 4075180

ASSIGNMENT OF U.S.A. TRADE-MARKS

June 1, 2018

WHEREAS, **Top Shelf Beverages, Inc.**, (the "Assignor"), a corporation duly organized and existing under the laws of the State of California, having a principal office or place of business at 2485 Courage Drive, Suite 300, Fairfield, CA 94533 is the owner of the trade-mark registrations and applications listed in the attached Schedule "A" and of the trade-marks shown in the registrations and applications (hereinafter the "Trade-marks"); and

WHEREAS, **Clearly Kombucha LLC** (the "Assignee"), a limited liability company duly organized and existing under the laws of the State of Colorado, having a business address at 1801 California Street, Floor 46, Denver, CO 80202 is desirous of acquiring any and all rights that Assignor may have in and to the Trade-marks, together with that part of the goodwill of the business connected with the use of and symbolized by the Trade-marks, together with all right of action resulting from any adverse use of the Trade-marks or confusing Trade-marks, including the right to sue for past infringements and the right to claim such relief as is appropriate, and all rights as a party in any opposition or similar proceedings, the same to be held by Assignee, its successors and assigns as fully and effectually as it would have been held by Assignor had this transfer, sale, and assignment not been made;

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of May 18, 2018 (the "Asset Purchase Agreement"), between Assignee, Assignor and the other signatories thereto, Assignee is a successor to a portion of Assignor's business to which the Trade-marks pertain, which business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, transfer and assign, unto Assignee all right, title and interest in and to the Trade-marks together with that part of the goodwill of the business connected with the use of and symbolized by the Trade-marks;

ASSIGNOR HEREBY AUTHORIZES the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this assignment upon request by Assignee;

AND ASSIGNOR HEREBY COVENANTS AND AGREES that it will execute or procure any further necessary assurance of the title to the Trade-marks and that it will at any time upon the request and at the expense of Assignee execute and deliver any and all documents that may be necessary or desirable to perfect the Assignee's title to the

Trade-marks and will at any time upon the request of Assignee, its successors, assigns or other legal representatives testify in any legal proceeding, sign all lawful documents, make all rightful oaths and generally do all lawful acts to aid Assignee, its successors, assigns or other legal representatives to obtain and enforce protection in the Trade-marks in all countries without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.

This assignment is entered into pursuant to the Asset Purchase Agreement, which contains a further statement of the rights and obligations of Assignor and Assignee with respect to the Trade-marks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded or in any way modified 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 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this assignment.

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

[Remainder of page intentionally left blank; signature pages follow]

EXECUTED AT Denver, Colorado, as of the date first written above.

TOP SHELF BEVERAGES, INC.

By: *Alison Zarrow*
Name: ALISON ZARROW
Title: CEO

CLEARLY KOMBUCHA LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

EXECUTED AT Denver, Colorado, as of the date first written above.

TOP SHELF BEVERAGES, INC.

By: _____
Name: _____
Title: _____

CLEARLY KOMBUCHA LLC

By: *Nami Bodek*
Name: *Nami Bodek*
Title: *Assistant Secretary*

SCHEDULE "A"

- U.S. Trademark Registration No. 4,075,180, registered on December 20th 2011, for the trademark CLEARLY KOMBUCHA.
- U.S. Trademark Registration No. 5,099,822, registered on July 26th 2016, for the trademark C BOTANICALS