

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BaeTea, LLC		03/19/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	BaeTea, LLC		
Street Address:	425 N. New Ballas Rd.		
Internal Address:	Suite 201		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87828044	BAEBODY	
Serial Number:	87831453	BAETEA	
Serial Number:	87831454	BAEFIT	
CORRESPONDENCE DATA			
Fax Number:	3147276458		
<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:	3147270101		
Email:	rem@riezmanberger.com		
Correspondent Name:	Emmett McAuliffe		
Address Line 1:	7700 Bonhomme Ave Fl 7th		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Emmett McAuliffe		
SIGNATURE:	/emmettmcauliffe/		
DATE SIGNED:	08/26/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 19, 2018 ("**Effective Date**") is made by BaeTea, LLC, a Michigan limited liability company ("**Assignor**"), in favor of BaeTea, LLC, a Missouri limited liability company ("**Assignee**").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated March 19, 2018 by and among Assignor, New World Natural Brands, LLC, a Missouri limited liability company ("**New World**"), and Ian and Devon Taylor ("**Purchase Agreement**"), Assignor is to assign all of its right, title and interest in and to the Assigned Trademarks (defined below) to New World.

WHEREAS, Assignee is a wholly owned subsidiary of New World, and pursuant to that certain Assignment and Assumption Agreement by and between New World and Assignee, New World assigned to Assignee all of New World's rights under the Purchase Agreement, including but not limited to New World's right to receive the Assigned Trademarks.

WHEREAS, in the interest of avoiding duplicative paperwork, Assignor has agreed to assign the Assigned Trademarks directly to Assignee, as opposed to New World, who would in turn assign its rights to the Assigned Trademarks to Assignee.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein as if more fully set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) 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, dilution,

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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. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee its successors, assigns and legal representatives, to transfer ownership of the Assigned Trademarks including, but not limited to, 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

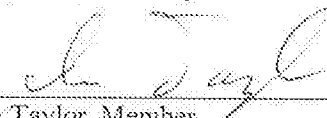
(d) Terms of the Purchase Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

(e) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

"Assignor"

BaeTea, LLC, a Michigan limited liability company

By: 
Ian Taylor, Member

By: _____
Devon Taylor, Member

Address for Notices: 2222 W. Grand River Ave
STE A, Okemos, MI 48864

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

"Assignor"

BaeTea, LLC, a Michigan limited liability company

By: _____
Ian Taylor, Member

By:  _____
Devon Taylor, Member

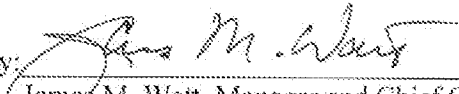
Address for Notices: 2222 W. Grand River
Ave Ste A, Okemos, MI 48864

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

"Assignee"

BaeTea, LLC, a Missouri limited liability company

By: 
James M. Watt, Manager and Chief Operating Officer

Address for Notices: 425 N. NEW BALLAS RD,
Suite 201, St. Louis, MO 63141

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS

BAEBODY – SERIAL NUMBER 87828044

BAETEA – SERIAL NUMBER 87831453

BAEFIT – SERIAL NUMBER 87831454