

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tea 2 Go, LLC		01/03/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Happy State Bank		
Street Address:	701 S. Taylor, LB 120		
City:	Amarillo		
State/Country:	TEXAS		
Postal Code:	79101		
Entity Type:	Texas, state banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86447808	HEALTHY TEA 4 HEALTHY LIVING	
CORRESPONDENCE DATA			
Fax Number:	8063581901		
<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:	8063588116		
Email:	cstewart@bmwb-law.com		
Correspondent Name:	Christian D. Stewart		
Address Line 1:	701 S. Taylor, Suite 440, LB 103		
Address Line 4:	Amarillo, TEXAS 79101		
ATTORNEY DOCKET NUMBER:	113765.001		
NAME OF SUBMITTER:	Christian D. Stewart		
SIGNATURE:	/Christian D. Stewart/		
DATE SIGNED:	10/15/2018		
Total Attachments: 8			
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SPROUSE SHRADER SMITH P.C.
ATTORNEYS AT LAW

MATT DOUGLASS
(806) 468-3323

December 28, 2017

Tea 2 Go, LLC
Attn: Jeff Hunt
c/o Will Masters
5410 Bell Street, Suite 421
Amarillo, Texas 79109

Jeff Hunt a/k/a Jeffery M. Hunt
c/o Will Masters
5410 Bell Street, Suite 421
Amarillo, Texas 79109

Jeffery Michael Hunt
c/o Will Masters
#3 Pine Valley Lane
Amarillo, Texas 79109

Re: Debtor: Tea 2 Go, LLC and Jeff Hunt
Secured Party: Happy State Bank
Collateral: The collateral described on Exhibit "A" attached hereto

AMENDED NOTIFICATION OF DISPOSITION OF COLLATERAL

Dear Mr. Hunt:

THIS NOTICE SUPERCEDES ANY PREVIOUS NOTIFICATION OF DISPOSITION OF COLLATERAL DELIVERED TO DEBTOR, AS THE PREVIOUS NOTICE CONTAINED AN INCORRECT DATE OF THE SALE. THIS NOTICE IS INTENDED TO CORRECT THE ERROR.

As you know, Happy State Bank ("HSB") maintains a first priority lien against the Collateral and, as of the date of this letter, all of the promissory notes secured by the Collateral are well past their maturity dates and have not been paid in full. Due to your failure to pay the remaining balance of each of the notes in full, HSB will foreclose on its rights to the Collateral. HSB intends to exercise its lien rights under Texas law and under Texas Business and Commerce Code §§9.610 through 9.619 and sell the Collateral and apply the net proceeds to the outstanding debt owed to HSB.

Therefore, this letter is notice to you that HSB will sell the Collateral to the highest qualified bidder at a public sale as follows:

701 S. TAYLOR, SUITE 500 · P.O. BOX 15008 · AMARILLO, TEXAS 79105-5008
matt.douglass@sprouselaw.com · PHONE (806) 468-3303 · FAX (806) 373-3454 · sprouselaw.com

TRADEMARK
REEL: 006456 FRAME: 0676

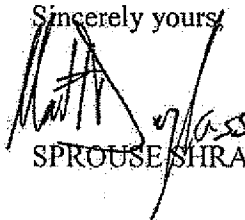
Day and Date: Monday, January 8, 2018

Time: 10:00a.m.

Place: Virgil Patterson Auditorium, Basement of the Happy State Bank Building, 701 S. Taylor St., Amarillo, Texas 79101

You are entitled to an accounting of the unpaid indebtedness secured by the Collateral HSB intends to sell for a charge of \$750. You may request an accounting by calling Jason Reep, Vice President of Happy State Bank, at (806) 342 - 2410.

Sincerely yours

A handwritten signature in black ink, appearing to read 'Jason Reep', is written over the typed name 'JASON REEP'.

JASON REEP
SPROUSE SHRADER SMITH PLLC

TRADEMARK

REEL: 006456 FRAME: 0677

Exhibit "A"

List of Collateral

Personal property: All of Debtor's inventory, accounts, equipment, and general intangibles, including without limitation, all food or beverage preparation equipment, tables, stations, brewing machines, juicers, food or beverage storage devices, bins, containers, cabinets, lockers, food wells, cold wells, appliances, refrigerators, freezers, coolers, ice makers, microwaves, stoves, ovens, grills, ranges, vent hoods, cookers, broilers, blenders, mixers, dispensers, chillers, washers, sinks, filters, timers, mirrors, glassware, catering equipment, concession equipment, and all other equipment used in food and beverage preparation and service;

Life Insurance Policy: The life insurance policy described in an Assignment of Life Insurance Policy dated October 20, 2016;

Membership interests: All of Debtor's membership interest in and to Tea 2 Go, LLC; and

Trademarks: All of Debtor's interest in and to those certain trademarks, service marks, character marks, and designs more fully described in that certain Intellectual Property Security Agreement dated July 19, 2016, by and between Tea 2 Go, LLC and Happy State Bank, and covering, without limitation, the following:

1. Reg./Serial No. 86103557
2. Reg./Serial No. 86387819
3. Reg./Serial No. 86447808
4. Reg./Serial No. 86509207
5. Reg./Serial No. 86525582

TRANSFER AND ASSIGNMENT

ASSIGNOR:

HAPPY STATE BANK, a Texas state bank
701 S. Taylor, LB 120
Amarillo, Texas 79101

ASSIGNEE:

3 FOR TEA, LLC, Series V,
a series of 3 FOR TEA, LLC, a Texas series limited liability company
1412 West Fifth St.
Plainview, TX 79072

DATE: February 13, 2018

WHEREAS, Assignor, acquired the assets described on Exhibit A, at a public sale conducted by Happy State Bank exercising its lien rights against assets of Tea 2 Go, LLC, under Texas law and under Texas Business and Commerce Code §§9.610 through 9.619, conducted on Wednesday, January 3, 2018, at 10:00 a.m., in the Virgil Patterson Auditorium, Basement of the Happy State Bank Building, 701 S. Taylor St., Amarillo, Texas 79101 (the "Public Sale"); and

WHEREAS, Assignor then entered into that one certain AGREEMENT FOR PURCHASE AND SALE dated effective January 26, 2018, with Assignee providing for the purchase by Assignee and the sale by Assignor of the assets described on Exhibit A (the "Agreement").

NOW THEREFORE, in consideration of the terms and conditions of the Agreement:

1. Assignor, as successor in interest of Tea 2 Go, LLC, by reason of the Public Sale, Assignor grants and assigns to Assignee all of Assignor's interest in the assets described on Exhibit A, including each therein described trademark and its registration, together with the goodwill of the business in which each mark is used or that part of the goodwill Tea 2 Go, LLC's business connected with the use of each mark.
2. Assignor is conveying only such right, title and interest in the items described on Exhibit A that Assignor acquired by virtue of the Public Sale. This assignment is made without warranty of any type or kind as is more fully set forth in the Agreement. Specifically, without limitation, Assignor is conveying only such right or title to the items described on Exhibit A as Assignor may have on the date this Assignment is executed and Assignor disclaims any warranty of title to the items described on Exhibit A.

3. For clarification and limitation, the items described on Exhibit B are expressly excluded from this Assignment. Assignor is retaining any and all right, title and interest that it may have in any of the items described on Exhibit B.

ASSIGNOR:

HAPPY STATE BANK, a Texas state bank

By: 

Name: Jason Phipps

Title: Vice President

ASSIGNEE:

3 FOR TEA, LLC, Series V,
a series of 3 FOR TEA, LLC, a Texas series limited liability company

By: 

Name: DON A WILLIAMS

Title: Manager

EXHIBIT A

1. All of the intellectual property rights and all intellectual property licenses previously held by Tea 2 Go, LLC, and acquired by Seller on January 3, 2018. As used herein, the term "intellectual property" means all:
 - a. trade secrets;
 - b. service marks, character marks, and designs;
 - c. trademarks, including, without limitation, those described in the following registrations:
 - i. Reg./Serial No. 86103557
 - ii. Reg./Serial No. 86387819
 - iii. Reg./Serial No. 86447808
 - iv. Reg./Serial No. 86509207
 - v. Reg./Serial No. 86525582
 - d. inventions, processes, and designs;
 - e. patent applications;
 - f. plant varieties;
 - g. protected works of authorship; and
 - h. protected mask works.
2. All internet domain names, including, without limitation, "www.tea2go.us" and all artwork, designs, information, coding and hosting contract rights associated with each such domain name previously held by Tea 2 Go, LLC, and acquired by Assignor at the Public Sale.
3. To the extent not otherwise described above, each of the following previously held by Tea 2 Go, LLC, and acquired by Assignor at the Public Sale:
 - a. all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for any applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and

Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom) and any new renewals thereof; the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof; all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof); all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

- b. all United States patents, patent applications, including, without limitation, each issued patent and patent application together with all inventions and improvements described and claimed therein, the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and
 - c. all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration; the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof; all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and; all other rights of any kind whatsoever accruing thereunder or pertaining thereto.
4. All rights arising under any and all agreements entered into by Tea 2 Go, LLC, as franchisor and any third parties, except for those arising from or related to any of the following parties: Michael Hunt, a/k/a Micheal Hunt, and EJT Kickers, LLC, a Texas series limited liability company, and its officers, members, managers, and owners.

EXHIBIT B
(Expressly Excluded Items)

All rights to sue and other causes of action accruing to the benefit of Tea 2 Go, LLC, except for claims arising under any and all agreements entered into by Tea 2 Go, LLC, as franchisor involving persons or entities other than Michael Hunt, a/k/a Micheal Hunt, and EJ T Kickers, LLC, a Texas series limited liability company, and its officers, members, managers, and owners.