

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B C Marketing Concepts Inc.		11/14/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Kyla Inc.		
Street Address:	506 Columbia Street		
City:	Hood River		
State/Country:	OREGON		
Postal Code:	97031		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87808640	FERMENTED AND FIZZY	
Serial Number:	87792200	KOMBUCHA WITH A KICK	
Serial Number:	87857794	THE FUTURE IS FIZZY	
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:	503-241-2300		
Email:	mickiehall@dwt.com		
Correspondent Name:	Michelle Hall		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1300 SW Fifth Avenue, Suite 2400		
Address Line 4:	Portland, OREGON 97201		
ATTORNEY DOCKET NUMBER:	66254-41, -42, -91		
NAME OF SUBMITTER:	Michelle Hall		
SIGNATURE:	/Michelle Hall/		
DATE SIGNED:	11/19/2018		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

WHEREAS, B C Marketing Concepts Inc. (“Assignor”), an Oregon corporation, is the owner of the following trademarks and associated trademark applications (the “Trademarks”):

Jurisdiction	Mark	Application Serial Number
United States	FERMENTED AND FIZZY	87808640
United States	KOMBUCHA WITH A KICK	87792200
United States	THE FUTURE IS FIZZY	87857794

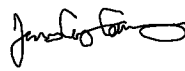
WHEREAS, Kyla Inc. (“Assignee”), a Delaware corporation with a principal place of business at 506 Columbia Street, Hood River, Oregon 97031, is desirous of acquiring said Trademarks.

WHEREAS, for each of the Trademarks for which the Assignor applied to register on the Principal Register in the United States Patent and Trademark Office based on Assignor’s *bona fide* intent to use the trademark in commerce in connection with such goods/services but has not, as of the effective date of this Trademark Assignment, filed allegations of use under 15 U.S.C. §§ 1051 (c) or 1051 (d) in said applications; Assignor assigns the trademark, and all rights associated therewith, as part of the entire business or portion thereof to which the trademark pertains as required by 15 U.S.C. § 1060; and Assignee, as the successor of the ongoing and existing business of Assignor to which such trademark pertains is interested in acquiring the trademark, and all rights associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world, in and to the Trademarks, and all other names and marks similar to or based on the Trademarks; the goodwill of the business associated therewith and symbolized thereby; all registrations and pending applications associated with the Trademarks (including without limitation those listed above); all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or in equity, that Assignor has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages.

This Assignment is effective as of November 14, 2018.

B C Marketing Concepts Inc.

By: 

James Cory Comstock, President