

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504591

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Moonshine Beverage Holding Company, LLC		11/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	S3Tea, LLC
Street Address:	PO Box 340336
City:	Austin
State/Country:	TEXAS
Postal Code:	78734
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	87876592	LIP SMACKIN' GOOD MOONSHINE HALF 'N' HAL
Serial Number:	86894294	LIP SMACKIN' GOOD MOONSHINE SWEET TEA AU
Serial Number:	87457145	LIP SMACKIN' GOOD MOONSHINE SWEET TEA AU
Serial Number:	86158469	MOONSHINE
Serial Number:	88161326	MOONSHINE
Serial Number:	86731773	MOONSHINE GOLD TEA
Serial Number:	86731758	MOONSHINE HARD TEA
Serial Number:	86927986	MOONSHINE SWEET TEA
Serial Number:	87470826	MOONSHINE SWEET TEA
Serial Number:	86928252	MOONSHINE SWEET TEA
Serial Number:	85612192	MOONSHINE SWEET TEA OLD FASHIONED MIDNIG
Serial Number:	87702738	MOONSHINE SWEET TEA LITE
Serial Number:	88117067	MOONSHINE TEA

CORRESPONDENCE DATA

Fax Number: 7139515660

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.

Phone: 7139515600

Email: ipdocketing@clarkhillstrasburger.com, john.tang@clarkhillstrasburger.com, lisa.anguian@clarkhillstrasburger.com

TRADEMARK

Correspondent Name: John A. Tang / Clark Hill Strasburger
Address Line 1: 909 Fannin Street
Address Line 2: Suite 2300
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER: 98254.344154

NAME OF SUBMITTER: John A. Tang

SIGNATURE: /John A. Tang/

DATE SIGNED: 01/04/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Trademark Assignment*"), dated as of November 30, 2018, is made by Moonshine Beverage Holding Company, LLC ("*Seller*"), a Delaware limited liability company, in favor of S3Tea, LLC ("*Buyer*"), a Texas limited liability company.

WHEREAS, under the terms of that certain Trademark Assignment and License Agreement dated November 30, 2018, by and between Seller and Buyer (the "*Assignment Agreement*"), Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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; 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, dilution, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, 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 Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Assignment 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 Assignment Agreement and the terms hereof, the terms of the Assignment Agreement shall govern.

4. 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 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.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

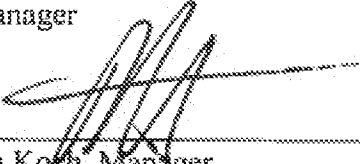
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

Moonshine Beverage Holding Company, LLC


By: Moonshine Management, LLC, its
sole manager

By: 
Angela Koch, Manager






AGREED TO AND ACCEPTED:






BUYER:


S3Tea, LLC


By: 
Sam Cooper, CEO



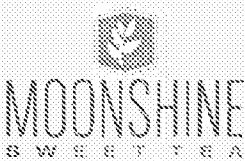
Moonshine Beverage Holding Company/S3Tea Trademark Table

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods (Date of 1 st use anywhere) (commerce)
 <p>(no colors claimed)</p>	United States	87876592	4/13/18			(Class 30) tea based beverages also containing lemon juice; ready to drink tea based beverages with lemon juice (4/18) (4/18)
 <p>(no colors claimed)</p>	China (via the Madrid Protocol)	A0066760	5/2/17			(Class 30) Tea, fruit teas
 <p>(no colors claimed)</p>	Madrid Protocol	USPTO Ref. No. A0066760	5/2/17	1351136	5/2/17	(Class 30) Tea, fruit teas
 <p>(no colors claimed)</p>	Philippines (via Madrid Protocol)	A0066760	5/2/17	IR No. 1351136	5/2/17	(Class 30) Tea, fruit teas
 <p>(no colors claimed)</p>	United States	86894294	2/2/16	5040500	9/13/16	(Class 30) Tea, fruit teas (7/2015) (7/2015)

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods (Date of 1 st use anywhere) (commerce)
 <p>(no colors claimed)</p>	Canada	1868682	11/20/17 (claiming priority to 5/19/17)			(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
 <p>(no colors claimed)</p>	China (via Madrid Protocol)	USPTO Ref. No. A0071549	11/17/17 (claiming priority to 5/19/17)			(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
 <p>(no colors claimed)</p>	European Union (via Madrid Protocol)	USPTO Ref. No. A0071549	11/17/17 (claiming priority to 5/19/17)	1,387,599	11/17/17	(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
 <p>(no colors claimed)</p>	Madrid Protocol	USPTO Ref. No. A0071549	11/17/17 (claiming priority to 5/19/17)	1,387,599	11/17/17	(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
 <p>(no colors claimed)</p>	Mexico (via Madrid Protocol)	USPTO Ref. No. A0071549	11/17/17 (claiming priority to 5/19/17)			(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods (Date of 1 st use anywhere) (commerce)
 (no colors claimed)	United States	87457145	5/19/17	5373945	1/9/18	(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats (1/2016)
MOONSHINE	United States	86158469	1/6/14	10/11/16	5059876	(Class 30) Tea (12/5/09)
MOONSHINE	United States	88161326	10/19/18			(Class 33) Alcoholic tea-based beverages
MOONSHINE GOLD TEA	United States	86731773	8/20/15			(Class 33) Alcoholic tea-based beverages
MOONSHINE HARD TEA	United States	86731758	8/20/15			(Class 33) Alcoholic tea-based beverages
MOONSHINE SWEET TEA	Canada	1773847	3/23/16			(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea
MOONSHINE SWEET TEA	European Union	015291594	3/30/16	015291594	8/2/16	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea
MOONSHINE SWEET TEA	Madrid Protocol designating China and Philippines	USPTO Ref. No. A0066759	5/2/17	1369311	5/2/17	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea
MOONSHINE SWEET TEA	Mexico	1756987	8/6/2016 3/3/2016 (effective)	1779753	7/26/17	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea
MOONSHINE SWEET TEA	United States	86927986	3/2/2016	5036593	9/6/16	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea (12/5/09) (12/5/09)

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods (Date of 1 st use anywhere) (commerce)
MOONSHINE SWEET TEA	Canada	1,870,547	11/30/17 (claiming priority to 5/31/17)			Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
MOONSHINE SWEET TEA	China (via Madrid Protocol)	USPTO Ref. No. A0071641	11/22/17 (claiming priority to 5/31/17)			(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
MOONSHINE SWEET TEA	European Union (via Madrid Protocol)	USPTO Ref. No. A0071641	11/22/17 (claiming priority to 5/31/17)			(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
MOONSHINE SWEET TEA	Madrid Protocol	USPTO Ref. No. A0071641	11/22/17 (claiming priority to 5/31/17)	1383120	11/22/17	(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
MOONSHINE SWEET TEA	Mexico (via Madrid Protocol)	USPTO Ref. No. A0071641	11/22/17 (claiming priority to 5/31/17)			(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
MOONSHINE SWEET TEA	Philippines (via Madrid Protocol)		11/22/17 (claiming priority to 5/31/17)	IRN 1383120	11/22/17	(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats
MOONSHINE SWEET TEA	United States	87470826	5/31/17	5360068	12/19/17	(Class 25) Caps with visors; Polo shirts; T-shirts; Tank-tops; Baseball caps and hats (1/2016)
 (no colors claimed)	Canada	1773846	3/23/16			(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods (Date of 1 st use anywhere) (commerce)
 (no colors claimed)	European Union	015289044	3/3/16	015289044	7/27/16	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea
 (no colors claimed)	Mexico	1729786	3/28/16	1663763	8/12/16	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea
 (no colors claimed)	United States	86928252	3/3/16	5036595	9/6/16	(Class 30) Tea; Tea-based beverages; Fruit teas; Syrups for making tea (7/2015) (7/2015)
 (color claims)	United States	85612192	4/30/12	4448533	12/10/13	(Class 30) Beverages made of tea; tea (12/5/09)(12/5/09)
MOONSHINE SWEET TEA LITE	United States	87702738	11/30/2017			(Class 30) Tea-based beverages; Fruit teas; Concentrates for making teas
MOONSHINE TEA	United States	88117067	9/14/18			(Class 30) Teas; Tea-based beverages; Fruit teas; Syrups for making tea