

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Moxie Beverage Company, Inc.		10/31/2018	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Coca-Cola Company		
<b>Street Address:</b>	One Coca-Cola Plaza		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30313		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86588783	M	
<b>Serial Number:</b>	86588780		
<b>Serial Number:</b>	86588788	DRINK MOXIE	
<b>Serial Number:</b>	86588784	M DRINKMOXIE.COM	
<b>Serial Number:</b>	86311230	DISTINCTIVELY DIFFERENT	
<b>Serial Number:</b>	86349853	MOXIE	
<b>Serial Number:</b>	86576694	LIVE YOUR LIFE WITH MOXIE	
<b>Registration Number:</b>	4671712	MOXOLOGY	
<b>Registration Number:</b>	4330166	OLDE NEW ENGLAND SELTZER	
<b>Registration Number:</b>	3570807	MOXIE ENERGY	
<b>Registration Number:</b>	3679783	WHAT THIS COUNTRY NEEDS IS PLENTY OF MOX	
<b>Registration Number:</b>	1399370	MOXIE	
<b>Registration Number:</b>	1460942	MOXIE	
<b>Registration Number:</b>	1460943	MOXIE	
<b>Registration Number:</b>	1465569	WHAT THIS COUNTRY NEEDS IS PLENTY OF MOX	
<b>Registration Number:</b>	0189066	MOXIE	
<b>Registration Number:</b>	3679784	MOXIE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 86588783

**Fax Number:**

*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:** 404-676-5315  
**Email:** yoospark@coca-cola.com  
**Correspondent Name:** Yoo-Sun Park  
**Address Line 1:** One Coca-Cola Plaza  
**Address Line 4:** Atlanta, GEORGIA 30313

<b>NAME OF SUBMITTER:</b>	Yoo-Sun Park
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<b>SIGNATURE:</b>	/Yoo-Sun Park/
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<b>DATE SIGNED:</b>	11/14/2018
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**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**WHEREAS**, The Moxie Beverage Company, Inc., a New Hampshire corporation (“Assignor”), whose address is One Executive Park Drive, Suite 330, Bedford, NH 03110 is the owner of all right, title and interest in and to the trademarks listed in Schedule A (collectively the “Trademarks”) and all goodwill related thereto;

**WHEREAS**, The Coca-Cola Company, a Delaware corporation (“Assignee”), whose address is One Coca-Cola Plaza, Atlanta, Georgia, 30313 United States is desirous of acquiring the Trademarks as well as the goodwill associated therewith; and

**WHEREAS**, Assignor agrees that it will execute or arrange for execution of such further assignment documents or other legal instruments as may reasonably be required, if any, from Assignor to permit Assignee to obtain recordation of the assignments and registrations therewith, from Assignor to Assignee.

**NOW THEREFORE**, In pursuance of the said agreement and in consideration of the sum already paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged), Assignor agrees to transfer to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as all rights to damages, profits, due or accrued, of all past and future infringement of the Trademarks and the right to sue and recover for the same. This document confirms the same.

This Agreement constitutes the entire agreement between Assignor and Assignee. There are no terms or conditions or other obligations regarding the Trademarks between Assignor and Assignee that are not included in this Agreement. This Agreement will supersede all prior agreements, oral discussions, or understandings between Assignor and Assignee regarding the Trademarks.

*[Signatures On The Following Pages]*

In WITNESS WHEREOF, the parties agree that this Agreement is effective as of the  
31 day of October, 2018.

The Moxie Beverage Company, Inc.

By: [Signature]  
Name: Bryan Riddell  
Title: Treasurer

NOTARY ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the forgoing instrument with full authority to do so on behalf of such party.

By: [Signature]  
Name: Heather Hayden

Commission Expires: **HEATHER J. HAYDEN, Notary Public**  
~~My Commission Expires November 16, 2021~~

Seal:

In WITNESS WHEREOF, the parties agree that this Agreement is effective as of the  
31 day of October, 2018.

THE COCA-COLA COMPANY

By: James Dinkins

Name: James Dinkins,

Senior Vice President The Coca-Cola Company and authorized sign

Title: \_\_\_\_\_

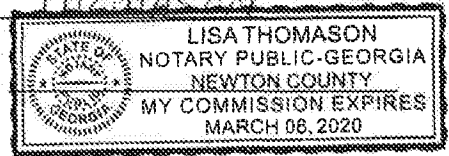
NOTARY ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the forgoing instrument with full authority to do so on behalf of such party.

By: Lisa Thomason

Name: LISA Thomason

Commission Expires:



Seal:

## Schedule A

### Trademarks

TRADEMARK	FILED DATE	SERIAL NO.	REG. DATE	REG. NO.	INT'L CLASS
M and Design	04/06/2015	86588783			6, 9, 16, 18, 21, 25, 32, 35
Design	04/06/2015	86588780			6, 9, 16, 18, 21, 25, 32, 35
DRINK MOXIE	04/06/2015	86588788			6, 9, 18, 21, 25, 32, 35
M DRINK MOXIE.COM and Design	04/06/2015	86588784			6, 9, 18, 21, 25, 32, 35
DISTINCTIVELY DIFFERENT	06/16/2014	86311230			32, 35, 43
MOXIE	07/28/2014	86349853			6, 7, 9, 11, 16, 18, 20, 21, 25, 32, 35, 43
LIVE YOUR LIFE WITH MOXIE	03/25/2015	86576694			32, 35
MOXOLOGY	06/16/2014	86311234	01/13/2015	4671712	43
OLDE NEW ENGLAND SELTZER	08/05/2011	85391203	05/07/2013	4330166	32
MOXIE ENERGY	01/26/2006	78800015	02/03/2009	3570807	32
MOXIE	04/14/2009	77713246	09/08/2009	3679784	9
WHAT THIS COUNTRY NEEDS IS PLENTY OF MOXIE	04/14/2009	77713237	09/08/2009	3679783	16
MOXIE	10/30/1985	73565888	07/01/1986	1399370	32
MOXIE (Stylized)	12/17/1986	73635852	10/13/1987	1460942	21, 25
MOXIE	12/17/1986	73635874	10/13/1987	1460943	21, 25
WHAT THIS COUNTRY NEEDS IS PLENTY OF MOXIE	12/17/1986	73635848	11/17/1987	1465569	25
MOXIE Stylized	03/23/1923	71178054	09/09/1924	0189066	32