

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conscious Mind Products, LLC		01/28/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Karma Culture LLC		
Street Address:	30A Grove Street		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4440589	KARMA KOMBUCHA	
CORRESPONDENCE DATA			
Fax Number:	5854543968		
<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:	585-987-2800		
Email:	trademarks@woodsoviatt.com		
Correspondent Name:	Woods Oviatt Gilman LLP		
Address Line 1:	2 State Street		
Address Line 2:	700 Crossroads Building		
Address Line 4:	Rochester, NEW YORK 14614		
ATTORNEY DOCKET NUMBER:	KA154.103875		
NAME OF SUBMITTER:	Katherine H. McGuire, Esq.		
SIGNATURE:	/Katherine H. McGuire/		
DATE SIGNED:	01/29/2019		
Total Attachments: 3			
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Trademark Assignment

This Assignment is entered into on January ~~20~~, 2019, between Conscious Mind Products, LLC of Vernon Hills, Illinois, herein referred to as "Assignor", and Karma Culture, LLC of Rochester, New York, herein referred to as "Assignee."

Assignor represents that it has developed and owns the following trademark, for which federal trademark registration has been granted by the United States Trademark Office:

**U.S. Registration No.: 4,440,589 for the mark KARMA KOMBUCHA
for "Non-alcoholic beverages with tea flavor; soft drinks, namely, tea
drinks; Fruit-based drinks flavored with tea", in Class 32
(the "Assigned Trademark")**

1. That for good and valuable consideration, the terms of which are outlined in the accompanying *Settlement Agreement*, Assignor does hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest, both foreign and domestic, in and to the following:

(a) the Assigned Trademark and any corresponding applications and/or registrations including all issuances, extensions, and renewals thereof which may issue regarding the same, *and the goodwill* of the business connected with the use of and symbolized by the Assigned Trademark;

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

(c) 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.

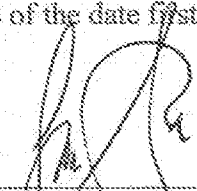
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark to Assignee, or any assignee or successor thereto.

3. 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.

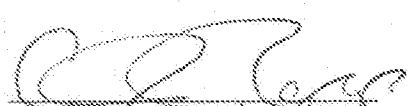
4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

- Signature Page Follows -

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment
as of the date first above written.



Susan Fink, Manager/Member
For Conscious Mind Products, LLC
(Assignor)



CJ Kapp (Manager/Member
For Karma Culture, LLC
(Assignee)

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