

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM522858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Bottling Industries USA INC.		04/30/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	CBI Distributing Corp.		
Street Address:	2400 West Central Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Corporation: DELAWARE		
Name:	CLSIP LLC		
Street Address:	2400 West Central Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88271425	RAPID	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<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:	312-368-4000		
Email:	debbie.ozment@dlapiper.com		
Correspondent Name:	Keith W. Medansky, DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	362162-1002		
NAME OF SUBMITTER:	Keith Medansky		
SIGNATURE:	/keith medansky/		

CH \$40.00 88271425

DATE SIGNED:	05/09/2019
Total Attachments: 2 source=Assignment of RAPID 88271425#page1.tif source=Assignment of RAPID 88271425#page2.tif	

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment"), effective as of the 30th day of April, 2019 ("Effective Date"), is made by and among, on one hand, Chicago Bottling Industries USA INC., a Nevada corporation (the "Assignor") and, on the other hand, CBI Distributing Corp., a Delaware corporation ("CBI"), and CLSIP LLC, a Delaware limited liability company ("CLSIP," and together with CBI the "Assignees").

WHEREAS, Assignor is the owner of certain rights, title and interest in and to the mark RAPID, and goodwill associated therewith, including, without limitation, pending U.S. trademark application Serial No. 88/271,425 for the RAPID mark (collectively, the "Mark");

WHEREAS, Assignees wish to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignees any and all rights Assignor owns in the Mark, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Mark in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. As of the Effective Date, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignees and Assignees accept any and all of Assignor's rights, title and interest in and to the Mark worldwide, including all common law, statutory and other rights therein; any and all trademark registrations and trademark registration applications relating to the Mark; together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark; all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark against any third party; all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark; and any and all goodwill of the business associated with the use of, or symbolized by, the Mark. All parties agree that CBI shall own 82.5% of all rights, title and interest in the Mark, and CLSIP shall own 17.5 of all rights, title and interest in and to the Mark.

2. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity.

3. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

CHICAGO BOTTLING INDUSTRIES
USA INC

By: 


Name: JODY NICHOLAS

Title: PRESIDENT & Co-FOUNDER

Date: APRIL 30th 2019

ASSIGNEES:

CLSIP LLC

By: 

Name: Stephen Sennett

Title: SVP + General Counsel

Date: May 6, 2019

LCI DISTRIBUTING CO. INC.

By: 

Name: Stephen Sennett

Title: SVP + General Counsel

Date: May 6, 2019