

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amazon Preservation Partners, LLC	FORMERLY APP, LLC	05/01/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CMG Partners, Inc.
<b>Street Address:</b>	214 Dupont Street, 2nd Fl
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92516
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3303759	ZOLA
Registration Number:	4819716	ZOLA
Registration Number:	4819717	ZOLA FRUITS OF THE WORLD
Registration Number:	4401106	ZOLA FRUITS OF THE WORLD
Registration Number:	4197797	COCO-HYDRATION
Registration Number:	3714904	DRINK ZOLA. LIVE BETTER.
Registration Number:	5325659	ZOLA
Registration Number:	5434336	
Registration Number:	5686707	LIVE ZOLA!
Serial Number:	87039929	LIVE ZOLA

## CORRESPONDENCE DATA

Fax Number: 6172459493

*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: 6179517000

Email: maryjane.dipalma@ropesgray.com

Correspondent Name: Ropes &amp; Gray LLP

Address Line 1: Prudential Tower 800 Boylston Street

CH \$265.00 3303759

**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

**ATTORNEY DOCKET NUMBER:** 105008-0060

**NAME OF SUBMITTER:** MARY JANE DIPALMA

**SIGNATURE:** / MARY JANE DIPALMA /

**DATE SIGNED:** 05/01/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 1, 2019, is made between Amazon Preservation Partners, LLC, f/k/a APP, LLC, a Delaware limited liability company (“**Seller**”), in favor of CMG Partners, Inc. a Delaware corporation (“**Buyer**”), located at 214 Dupont Street, 2<sup>nd</sup> Fl, San Jose, CA 92516, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated April 28, 2019 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase 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 IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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 (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the 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. Release of Trademark Security Interest. The trademarks listed on Schedule 1 of Exhibit A are subject to a security interest in favor of KarpReilly Capital Partners III, L.P. As a condition of this IP Assignment, Seller agrees to provide Buyer with an executed release substantially in the form as the attached Exhibit A.

3. 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 IP Assignment upon

request by Buyer. Following the date hereof and upon Buyer's reasonable request, 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 IP to Buyer, or any assignee or successor thereto.

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

5. Counterparts. This IP 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 IP 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 IP Assignment.

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

7. Governing Law. This IP 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 IP 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**AMAZON PRESERVATION PARTNERS, LLC**

By: AMAZON PRESERVATION HOLDINGS, LLC,  
its Sole Member

By:   
\_\_\_\_\_

Name: Chris Cuvelier

Title: Chief Executive Officer

Address for Notices:

1501-A Vermont Street

San Francisco, California 94107

AGREED TO AND ACCEPTED:

**CMG PARTNERS, INC.**

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

214 Dupont Street

San Jose, CA 95125

**TRADEMARK**

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

**AMAZON PRESERVATION PARTNERS, LLC**

By: AMAZON PRESERVATION HOLDINGS, LLC,  
its Sole Member

By: \_\_\_\_\_

Name: Chris Cuvelier

Title: Chief Executive Officer

Address for Notices:

1501-A Vermont Street

San Francisco, California 94107

AGREED TO AND ACCEPTED:

**CMG PARTNERS, INC.**

DocuSigned by:  
By: Dennis O'Malley

Name: Dennis O'Malley

Title: CEO

Address for Notices:

214 Dupont Street

San Jose, CA 95125

## SCHEDULE 1

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

#### Trademark Registrations

Mark	Registered Owner	US Registration Number	Registration Date
Zola	APP, LLC	3303759	October 2, 2007
Zola	APP, LLC	4819716	September 22, 2015
Zola Fruits of the World	APP, LLC	4819717	September 22, 2015
Zola Fruits of the World	APP, LLC	4401106	September 10, 2013
Coco-Hydration	APP, LLC	4197797	CANCELLED
Drink Zola. Live Better.	APP, LLC	3714904	CANCELLED
ZOLA design mark	APP, LLC	5325659	October 31, 2017
Design mark	Amazon Preservation Partners, LLC	5434336	March 27, 2018
Live Zola!	Amazon Preservation Partners, LLC	5686707	February 26, 2019

#### Trademark Applications

Mark	Registered Owner	ITU Status	Application Serial Number	Filing Date
Live Zola	Amazon Preservation Partners, LLC	ABANDONED	87039929	May 17, 2016

**EXHIBIT A**  
**RELEASE OF TRADEMARK SECURITY INTEREST**



## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("**Release**") is made and effective as of May 1, 2019 and granted by KarpReilly Capital Partners III, L.P. (the "**Collateral Agent**"), as collateral agent for the secured parties under the Security Agreement referred to below (the "**Secured Parties**"), in favor of Amazon Preservation Partners, LLC (f/k/a APP, LLC), a Delaware limited liability company (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to (i) certain purchase agreements (the Secured Note Purchase Agreement, dated February 27, 2017, among the Grantor, Amazon Preservations Holdings, LLC ("**Amazon Holdings**") and the Collateral Agent and the Secured Note Purchase Agreement, dated November 3, 2017, among the Grantor, Amazon Holdings, and the Collateral Agent) (the "**Purchase Agreements**") and (ii) that certain Amended and Restated Trademark Security Agreement between the Grantor and the Collateral Agent dated as of November 3, 2017 (the "**Trademark Security Agreement**" and, together with the Purchase Agreements, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006196, Frame 0489 on November 3, 2017; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):
  - (a). any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");
  - (b). all rights of any kind whatsoever of such Grantor 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 license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;
  - (d). 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

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**KARPREILLY CAPITAL PARTNERS III, L.P.**

as Collateral Agent



By: \_\_\_\_\_

Name: Allan W. Karp

Title: Authorized Signatory

Address for Notices:

KarpReilly

102 Greenwich Ave / 2nd Floor

Greenwich, CT 06830

**AMAZON PRESERVATION PARTNERS, LLC** (f/k/a APP,  
LLC) By: AMAZON PRESERVATION HOLDINGS, LLC,  
its Sole Member

By: \_\_\_\_\_

Name: Chris Cuvelier

Title: Chief Executive Officer

Address for Notices:

1501-A Vermont Street

San Francisco, California 94107

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**KARPREILLY CAPITAL PARTNERS III, L.P.**

as Collateral Agent

By: \_\_\_\_\_

Name: Allan W. Karp

Title: Authorized Signatory

Address for Notices:

KarpReilly

102 Greenwich Ave / 2nd Floor

Greenwich, CT 06830

**AMAZON PRESERVATION PARTNERS, LLC (f/k/a APP, LLC)**

By: AMAZON PRESERVATION HOLDINGS, LLC,

its Sole Member

By:  \_\_\_\_\_

Name: Chris Cuvelier

Title: Chief Executive Officer

Address for Notices:

1501-A Vermont Street

San Francisco, California 94107

**SCHEDULE 1  
TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Registered Owner</b>	<b>US Registration Number</b>	<b>Registration Date</b>
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Drink Zola. Live Better.	APP, LLC	3714904	CANCELLED
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<b>Mark</b>	<b>Registered Owner</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
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