

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KILL CLIFF, INC.		04/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KILL CLIFF, LLC		
Street Address:	199 Armour Drive NE		
Internal Address:	Suite D		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30324		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4353876	TEST POSITIVE FOR AWESOME	
Registration Number:	4715670	KILL CLIFF	
Registration Number:	4723851	KC BAR	
Registration Number:	5118799	KILL CLIFF	
Registration Number:	5231694	KILL THE QUIT	
Registration Number:	5608696	KILL CLIFF IGNITE	
Registration Number:	5619173	KILL CLIFF RECOVER	
CORRESPONDENCE DATA			
Fax Number:	2138915607		
<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:	2138915607		
Email:	crachina@buchalter.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	1000 Wilshire Blvd.		
Address Line 2:	12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Corina Rachina		
SIGNATURE:	/s/ Corina Rachina		

CH \$190.00 4353876

DATE SIGNED:	04/08/2020
Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into as of April 3, 2020, and is made by and between Kill Cliff, Inc., a Delaware corporation (“Assignor”), and Kill Cliff, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns various trademarks and/or service mark in the United States of America and throughout the world, including but not limited to the registrations and applications listed on Attachment 1 hereto (collectively, the “Marks”); and

WHEREAS, pursuant to a Contribution Agreement between Assignor and Assignee of even date herewith (“Contribution Agreement”), Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all worldwide right, title, and interest in, to and under the Marks (including the registrations and applications listed on Attachment 1 hereto) including any and all goodwill associated therewith, all applications and registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which the Marks pertain (as set forth in the Contribution Agreement); and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

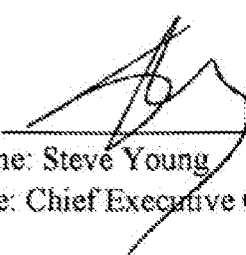
3. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

4. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement will

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

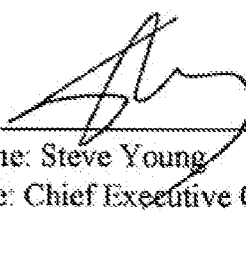
ASSIGNOR:

KILL CLIFF, INC.

By: 
Name: Steve Young
Title: Chief Executive Officer

ASSIGNEE:


KILL CLIFF, LLC

By: 
Name: Steve Young
Title: Chief Executive Officer

Attachment 1

To Trademark Assignment Agreement

U.S. Registrations and Applications:

Mark	Registration Number	Registration Date	Goods (Class)
TEST POSITIVE FOR AWESOME	4353876	6/18/2013	Sports drinks. IC032
KILL CLIFF	4715670	4/7/2015	Sports drinks. IC032
KC BAR	4723851	4/21/2015	Nutritional supplement energy bars. IC005
	5118799	1/10/2017	Coffee. IC030. Sports drinks. IC032
KILL THE QUIT	5231694	6/27/2017	Sports drinks. IC032
KILL CLIFF IGNITE	5608696	11/13/2018	Sports drinks. IC032
KILL CLIFF RECOVER	5619173	11/27/2018	Sports drinks. IC032

International Trademark Registrations:

Country/Region	Mark	Registration Number	Registration Date	Goods (Class)
Australia	KILL CLIFF	1553857	4/26/2013	Non-alcoholic beverages; electrolyte replacements beverages. IC032
Panama	KILL CLIFF	225098	8/1/2013	Sports drinks. IC032
CTM	KILL CLIFF	012156378	1/29/2014	Non-alcoholic beverages; sports drinks. IC032
Canada	KILL CLIFF	TMA924665	12/31/2015	Sports drinks. IC032