

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/01/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Don Sebastiani & Sons International Wine Negotiants		01/06/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aqua Kola, Inc.		
Street Address:	19150 Highway 12		
City:	Sonoma		
State/Country:	CALIFORNIA		
Postal Code:	95476		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86836831	AQUA KOLA	
Serial Number:	86715243	AQUA JAVA	
Serial Number:	86715271	AQUA MOCHA	
Serial Number:	88247021	AQUA CANNA	
CORRESPONDENCE DATA			
Fax Number:	7075241906		
<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:	707 524 1900		
Email:	dranit@smlaw.com		
Correspondent Name:	Warren Dranit		
Address Line 1:	90 South E Street		
Address Line 2:	Suite 200		
Address Line 4:	Santa Rsa, CALIFORNIA 95404		
NAME OF SUBMITTER:	Warren L. Dranit		
SIGNATURE:	/wld/		
DATE SIGNED:	04/20/2020		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of January 6, 2020, but effective for all purposes as of November 1, 2019 (the “**Effective Date**”), is entered into by and between Don Sebastiani & Sons International Wine Negotiants, a California corporation (“**Assignor**”), and Aqua Kola, Inc., a California corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

- A. Assignor is the owner of certain Intellectual Property (as defined below), as more fully described on Annex A of this Assignment.
- B. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the “**Purchase Agreement**”), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all worldwide right, title and interest in, to and under the Intellectual Property on the terms contained in the Purchase Agreement.
- C. Assignor and Assignee now seek to consummate the sale, conveyance, assignment, transfer and delivery of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor and Assignee agree as follows:

AGREEMENT

1. “**Intellectual Property**” means, for the purposes of the Purchase Agreement and this Assignment, all right, title and interest in or relating to the intellectual property related to the AQUA water beverage portfolio, including in the intellectual property specifically forth on Annex A, in any jurisdiction throughout the world, including any of the following, to the extent related thereto: (a) all trade secrets, know-how, technologies, processes, techniques, protocols, methods, algorithms, compositions, designs, layouts, database rights, drawings, plans, specifications, ideas, research and development, and confidential information (including technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (b) all copyrights and other rights in works of authorship (whether or not copyrightable), including exclusive exploitation rights and moral rights, and all registrations, applications and renewals therefor and extensions and reversions thereof; (c) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor; (d) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, service names, brand names and all other indicia of origin (in each case whether or not registered), and all registrations, applications and renewals therefor and all goodwill associated therewith (“**Trademarks**”); (e) all software (including source code, executable code, systems, network tools, data, databases, firmware, and related documentation); (f) all other proprietary and intellectual property rights; and (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire worldwide right, title and interest in, to and under all the Intellectual Property, including the Trademarks and domain names, set forth on Annex A and all goodwill associated with or symbolized by such Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and all rights to sue (including for damages and injunctive relief) for any past, present or future infringement, misappropriation, violation, dilution or other unauthorized use of any of the foregoing.

3. Recordation. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Intellectual Property and issue the trademark registrations and copyright registrations, if any, from any pending applications included in the Intellectual Property to Assignee upon issuance or registration.

4. Further Assurances. Upon reasonable request by Assignee at any time and from time to time after the Effective Date, Assignor covenants and agrees to execute additional documents and take other actions as may be necessary or desirable to record, perfect or memorialize the assignment of the Intellectual Property set forth herein, and to vest in Assignee the same right, title and interest in, to and under the Intellectual Property that Assignor may have, including assisting Assignee with prosecution, maintenance and enforcement of any of the Intellectual Property. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Intellectual Property or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and is and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the Assignor and Assignee. Nothing in this Assignment, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Assignment, except as expressly provided in this Assignment or the Purchase Agreement.

6. Governing Law, Venue. This Assignment shall be governed by and construed under the laws of the State of California without reference to any conflict of laws doctrine. The parties

hereto consent to the exclusive jurisdiction and venue of federal and state courts in or for the county of Sonoma in the State of California.

7. Counterparts. This Instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic delivery of a signature (e.g. PDF file) is sufficient to bind a party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment effective as of the Effective Date.

ASSIGNOR:

DON SEBASTIANI & SONS INTERNATIONAL
WINE NEGOCIANTS,
a California corporation

By: 

Name: Don A. Sebastiani, Jr.

Title: CEO

Address for Notice:

19150 Highway 12

Sonoma, CA 95476

Attn: Don A. Sebastiani, Jr.

ASSIGNEE:

AQUA KOLA, INC.,
a California corporation

By: 

Name: Emilia Coakley

Title: Chief Executive Officer

Address for Notice:

19150 Highway 12

Sonoma, CA 95476

Attn: Emilia Coakley

ANNEXES:

A – Intellectual Property

ANNEX A

Intellectual Property

Trademarks:

1. AQUA CANNA (Serial No. 88247021)
2. AQUA JAVA (Serial No. 86715243)
3. AQUA KOLA (Serial No. 86836831)
4. AQUA MOCHA (Serial No. 86715271)

Domain Name:

1. aquakola.com

All copyright associated with the website and marketing materials for Aqua Kola beverages