

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Positive Beverage, LLC		05/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Positive IP Holdings, LLC		
Street Address:	110 Newport Center Dr. #29		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6037083	POSITIVE BEVERAGE	
Serial Number:	88822487	OCTOBER 365	
Serial Number:	88446978	DRINK POSITIVE	
Registration Number:	5661454		
Registration Number:	5535694	POSITIVE BEVERAGE	
Registration Number:	4651410	SIMPLY BENEFICIAL	
Registration Number:	4603175	THINK POSITIVE	
Registration Number:	4939693	POSITIVE H2O	
Registration Number:	4989028	POSITIVE KIDS	
Registration Number:	4186947	POSITIVE CURE	
Registration Number:	4168140	POSITIVE CHARGE	
CORRESPONDENCE DATA			
Fax Number:	8189869119		
<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>			
Email:	mseanez@bzlegal.com		
Correspondent Name:	Michelle Seanez		
Address Line 1:	16130 Ventura Blvd. Suite 570		
Address Line 4:	Encino, CALIFORNIA 91436		

OP \$290.00 6037083

NAME OF SUBMITTER:	Michelle Seañez
SIGNATURE:	/Michelle Seañez/
DATE SIGNED:	05/21/2020
Total Attachments: 11 source=Design Mark 454#page1.tif source=Drink Positive#page1.tif source=October 365#page1.tif source=Positive Beverage 083#page1.tif source=Positive Beverage 694#page1.tif source=Positive Charge 140#page1.tif source=Positive Cure#page1.tif source=Positive H2O#page1.tif source=Positive Kids#page1.tif source=Simply Beneficial#page1.tif source=Think Positive#page1.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of May 12, 2020 by and between Positive Beverage, LLC (herein "Assignor") on the one hand, and Positive IP Holdings, LLC (hereinafter "Assignee").

1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Design Trademark, United States Trademark Registration No. 5,661,454 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

3. In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

a. For good and valuable consideration, which has been acknowledged and accepted, Assignor hereby grants, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the Trademark, including all goodwill, common-law, and ongoing and existing business designated thereby, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made.

b. Upon execution of this Assignment, all goods and products offered under the Trademark shall be wholly and completely owned by Assignee.

c. Assignor shall, within ten (10) business days of receipt of a fully executed copy hereof, file this Assignment with the United States Trademark Office.

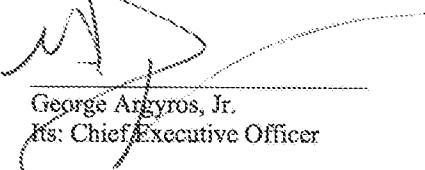
d. Assignor agrees that it shall do, execute, acknowledge, and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices, and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. This shall include any fees and/or costs related to inquiring and ensuring the Assignment and any registration certificate reflects the change in ownership.

e. The Commissioner of Patents and Trademarks is requested to issue the certificate of registration in the name of Assignee.


f. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective transferees, successors and assigns.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above.

**ON BEHALF OF
POSITIVE BEVERAGE, LLC**


George Argyros, Jr.
Its: Chief Executive Officer

**ON BEHALF OF
POSITIVE IP HOLDINGS, LLC**


Zachary Muchnick
Its: Manager

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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, DRINK POSITIVE, United States Trademark Serial No. 88/446978 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

3. In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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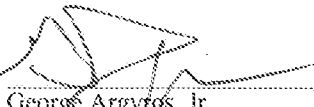
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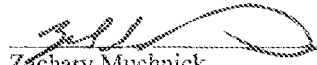
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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, OCTOBER 365, United States Trademark Serial No. 88/822487 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

3. In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

a. For good and valuable consideration, which has been acknowledged and accepted, Assignor hereby grants, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the Trademark, including all goodwill, common-law, and ongoing and existing business designated thereby, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made.

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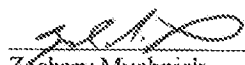
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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, POSITIVE BEVERAGE, United States Trademark Registration No. 6,037,083 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

3. In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

a. For good and valuable consideration, which has been acknowledged and accepted, Assignor hereby grants, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the Trademark, including all goodwill, common-law, and ongoing and existing business designated thereby, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made.

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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, POSITIVE BEVERAGE, United States Trademark Registration No. 5,535,694 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

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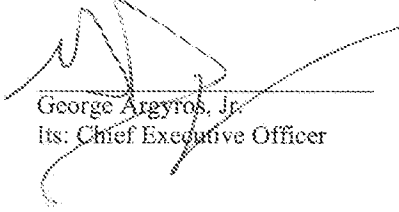
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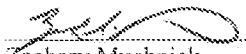
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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, POSITIVE CHARGE, United States Trademark Registration No. 4,168,140 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

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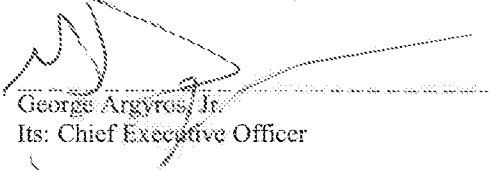
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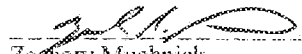
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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, POSITIVE CURE, United States Trademark Registration No. 4,186,947 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

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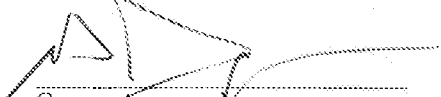
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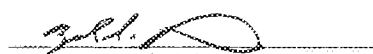
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1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, POSITIVE H2O, United States Trademark Registration No. 4,939,693 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

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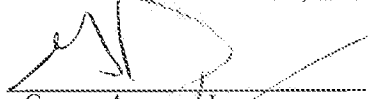
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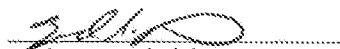
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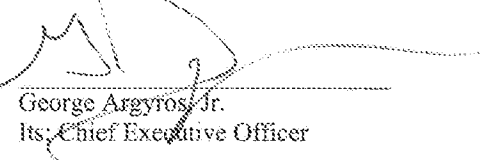
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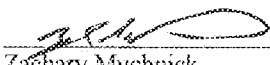
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c. Assignor shall, within ten (10) business days of receipt of a fully executed copy hereof, file this Assignment with the United States Trademark Office.

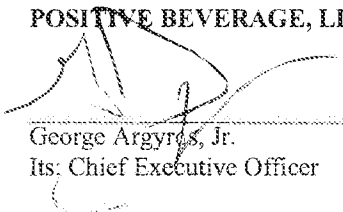
d. Assignor agrees that it shall do, execute, acknowledge, and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices, and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. This shall include any fees and/or costs related to inquiring and ensuring the Assignment and any registration certificate reflects the change in ownership.

e. The Commissioner of Patents and Trademarks is requested to issue the certificate of registration in the name of Assignee.

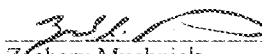
f. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective transferees, successors and assigns.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above.

ON BEHALF OF
POSITIVE BEVERAGE, LLC


George Argyros, Jr.
Its: Chief Executive Officer

ON BEHALF OF
POSITIVE IP HOLDINGS, LLC


Zachary Muchnick
Its: Manager

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of May 12, 2020 by and between Positive Beverage, LLC (herein "Assignor") on the one hand, and Positive IP Holdings, LLC (hereinafter "Assignee").

1. Assignor warrants and represents it is the sole named owner of all rights, title, and interest in the Trademark, THINK POSITIVE, United States Trademark Registration No. 4,603,175 (the "Trademark"). Assignor desires to assign all rights, title, registration, and interest in and to the Trademark to Assignee as set forth herein below; and

2. Assignee desires to accept the assignment of all rights, title, registration, and interest in and to the Trademark as set forth herein below.

3. In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

a. For good and valuable consideration, which has been acknowledged and accepted, Assignor hereby grants, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the Trademark, including all goodwill, common-law, and ongoing and existing business designated thereby, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made.

b. Upon execution of this Assignment, all goods and products offered under the Trademark shall be wholly and completely owned by Assignee.

c. Assignor shall, within ten (10) business days of receipt of a fully executed copy hereof, file this Assignment with the United States Trademark Office.

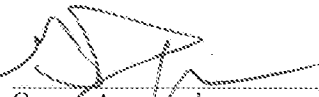
d. Assignor agrees that it shall do, execute, acknowledge, and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices, and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. This shall include any fees and/or costs related to inquiring and ensuring the Assignment and any registration certificate reflects the change in ownership.

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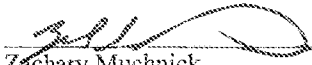
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**ON BEHALF OF
POSITIVE BEVERAGE, LLC**


George Argyros, Jr.
Its: Chief Executive Officer

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POSITIVE IP HOLDINGS, LLC**


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Its: Manager