

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mott's LLP		06/10/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Hydration Ventures LLC		
Street Address:	5301 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5217737	LIMITLESS HIGH DEFINITION COFFEE & TEA	
Registration Number:	5226976	LIMITLESS	
Registration Number:	5129880	LIMITLESS COFFEE	
Registration Number:	5714606	LIMITLESS	
Registration Number:	5718323	LIGHTLY CAFFEINATED SPARKLING WATER	
Registration Number:	5732419	LIMITLESS SPARKLING WATER	
Registration Number:	5217736	LIMITLESS COFFEE AND TEA	
Registration Number:	5715473		
Registration Number:	5732894		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8024882411		
Email:	amy.brosius@kdrp.com		
Correspondent Name:	Amy Brosius		
Address Line 1:	5 Pilgrim Park Road		
Address Line 4:	Waterbury, VERMONT 05676		
NAME OF SUBMITTER:	Amy L. Brosius		

CH \$240.00 5217737

SIGNATURE:	/Amy L. Brosius/
DATE SIGNED:	06/11/2020
Total Attachments: 5 source=ASSIGNMENTLIMITLESS#page1.tif source=ASSIGNMENTLIMITLESS#page2.tif source=ASSIGNMENTLIMITLESS#page3.tif source=ASSIGNMENTLIMITLESS#page4.tif source=ASSIGNMENTLIMITLESS#page5.tif	

ASSIGNMENT

This **Assignment** (the “Assignment”), effective as of June 10, 2020, is made by **Mott’s LLP**, a limited liability partnership organized under the laws of Delaware, with its business address at 5301 Legacy Drive, Plano, Texas 75024, U.S.A. (“Assignor”) and **Hydration Ventures LLC**, a limited liability company organized under the laws of Delaware, with its business address at 5301 Legacy Drive, Plano, Texas 75024, U.S.A. (“Assignee”).

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration, as well as related domain names, social media accounts, copyrights, and trade secrets related to the Limitless brand (collectively, referred to as the “Trademarks and Related IP”) set forth in **Schedule A** attached hereto; and

WHEREAS, the Assignee desires to acquire the Assignor’s right, title and interest in and to the Trademarks and Related IP; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:


1. Assignor hereby sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Trademarks and Related IP in the United States and all jurisdictions outside of the United States, together with the goodwill of the business connected with and symbolized by the Trademarks and Related IP including, without limitation, the right to renew any registrations or apply for any registrations within or outside the United States based in whole or in part upon the Trademarks and Related IP and any priority right that may arise from the Trademarks and Related IP, and the right to sue for past infringement, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. Assignor hereby agrees to cooperate with the Assignee, and execute such additional documents and perform such other acts, upon the request of Assignee, as the Assignee may deem reasonably necessary to register, evidence, perfect and otherwise give full effect to the rights of Assignee in and to the Trademarks and Related IP under this Assignment, including all documents necessary to record in the name of Assignee the assignment of the Trademarks and Related IP with the United States Patent and Trademark Office, and with any other appropriate office or registrar throughout the world.
3. THIS ASSIGNMENT, AND ALL CLAIMS OR CAUSES OF ACTION

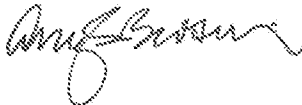
(WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT RESPECT TO ITS APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers effective as of the date first set forth above.




MOTT'S LLP (Assignor)

HYDRATION VENTURES LLC (Assignee)

By: 
Name: Anthony Shoemaker
Title: SVP and Assistant Secretary


By: _____
Name: Amy L. Brosius
Title: VP & Asst. General Counsel

SCHEDULE A

Trademarks	Jurisdiction	App Number	App Filing Date	Registration Number	Registration Date
LIMITLESS HIGH DEFINITION COFFEE AND TEA	United States			5217737	6/6/2017
LIMITLESS	United States			5226976	6/20/2017
LIMITLESS COFFEE	United States			5129880	12/24/2017
LIMITLESS	United States			5714606	4/2/2019
LIGHTLY CAFFEINATED SPARKLING WATER	United States			5718323 (Supplemental)	4/2/2019
LIMITLESS SPARKLING WATER	United States			5732419	4/23/2019
	United States			5217736	6/6/2017
	United States			5715473	4/2/2019
	United States			5732894	4/23/2019
LIMITLESS	Canada	2007281	1/21/2020		

Domain Names

buylimitlesscoffee.com
caffeinemeetclean.com
caffeinemeetsclean.com
coffeetop10.com
drink-limitless.com
drinklimitless.com
limitless-brands.com
limitless-coffee.com
limitless-world.com
limitless.coffee
limitlessbevs.com
limitlesscafe.com
limitlesscaffeine.com
limitlesscleancaffeine.com
limitlesscleancoffee.com
limitlesscleanjuice.com
limitlesscleantea.com
limitlesscoffee.com
limitlesscoffeeandtea.com
limitlesscoffeetea.com
limitlessdrinks.com
limitlesshighdef.com
limitlesshighdefcoffee.com
limitlesshighdefinition.com
limitlesshighdefinitioncoffee.com
limitlesslattes.com
limitlesslowtoxin.com
limitlesspure.com
limitlesspurely.com
limitlesswaters.com
live-limitlessly.com
purelylimitless.com
shoplimitlesscoffee.com
you-limitless.com
youarelimitless.com

Social Media Accounts

@limitlessofficial (Instagram)
@limitlesscoffee (Instagram)
@drinklimitless (Instagram)
@drinklimitless (Twitter)
@limitlessbrands (Instagram)
Limitlessofficial (Facebook)
@drinklimitless (Pinterest)
@drinklimitless (Tiktok)

Copyrights

Limitless Product Labels and Website Content

Trade Secrets

Limitless Product Formulations and Recipes