

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lifestyle Ventures, LLC		02/16/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Invigorated Water LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5507661	INVIGORATED WATER	
<b>Registration Number:</b>	5676396	INVIGORATED LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8138394896		
<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>			
<b>Phone:</b>	8139990199		
<b>Email:</b>	lros@aegislaw.com		
<b>Correspondent Name:</b>	John Erving		
<b>Address Line 1:</b>	100 S Ashley Dr Ste 620		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Leila Ros		
<b>SIGNATURE:</b>	/Leila Ros/		
<b>DATE SIGNED:</b>	03/02/2021		
<b>Total Attachments: 4</b>			
source=Trademark assignment-Invigorated Water#page1.tif			
source=Trademark assignment-Invigorated Water#page2.tif			
source=Trademark assignment-Invigorated Water#page3.tif			
source=Trademark assignment-Invigorated Water#page4.tif			

OP \$65.00 5507661

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is dated February 16, 2021 (the “**Effective Date**”), by and between Lifestyle Ventures, LLC, a Delaware limited liability company (the “**Assignor**”), and Invigorated Water LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms not defined herein shall have the meaning as set forth in the Purchase Agreement.

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 16, 2021 (the “**Purchase Agreement**”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, the Intellectual Property of Assignor; and

**WHEREAS**, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”), and

**WHEREAS**, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor’s and Assignor’s right, title and interest in and to the following:

a. all trademark registrations and trademark applications of Assignor, including without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. all rights of any kind whatsoever of Assignor 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 Effective Date, 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. Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark Assets to Assignee, or any assignee or successor thereto.

**3. Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

**4. Counterparts.** This 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 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 Assignment.

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

**6. Governing Law.** This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

LIFESTYLE VENTURES, LLC

By: DMC FREEDOM CO. LIMITED  
*its Manager*

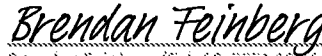


By: Daniel Carlin (Feb 17, 2021 05:44 GMT+8)

Name: Daniel Carlin  
Title: Director

**ASSIGNEE:**

INVIGORATED WATER LLC



By: Brendan Feinberg (Feb 16, 2021 16:21 EST)

Name: Brendan Feinberg  
Its: Authorized Signatory

**SCHEDULE 1**

TRADEMARK ASSETS

<b>Mark</b>	<b>Agency</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Next Required Filing</b>
<i>“Invigorated Water”</i>	USPTO	5507661	7/2/2018	7/3/2023
<i>“Invigorated Living”</i>	USPTO	5676396	12/10/2017	2/12/2024