

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637835

<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>
Essentia Sub, LLC		03/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Société des Produits Nestlé S.A.		
<b>Street Address:</b>	Avenue Nestlé 55		
<b>Internal Address:</b>	1800		
<b>City:</b>	Vevey		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	Société Anonyme (Sa): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87381188	#ESSENTIANATION	
<b>Serial Number:</b>	88254468	A BETTER YOU STARTS WITH A BETTER WATER	
<b>Serial Number:</b>	87276229	DRINK UP MORE OF LIFE	
<b>Serial Number:</b>	77691751	ESSENTIA	
<b>Serial Number:</b>	87381206	ESSENTIA E+	
<b>Serial Number:</b>	87381138	ESSENTIA NATION	
<b>Serial Number:</b>	86372557	ESSENTIA WATER	
<b>Serial Number:</b>	88254476	IONIZED HYDRATION	
<b>Serial Number:</b>	88252615	IT MIGHT AS WELL BE YOU	
<b>Serial Number:</b>	87288749	OVERACHIEVING H2O	
<b>Serial Number:</b>	88254470	SUPERCHARGED IONIZED ALKALINE WATER	
<b>Serial Number:</b>	87276231	THE FUTURE OF WATER	
<b>Serial Number:</b>	86159403	HYDRATION PERFECTED	
<b>Serial Number:</b>	88803796	DRINKING UP MORE OF LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

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**Phone:** 312-327-3328  
**Email:** amanda@amintalati.com  
**Correspondent Name:** Amanda Roach, Amin Talati Wasserman LLP  
**Address Line 1:** 100 S. Wacker Drive  
**Address Line 2:** Suite 2000  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Amanda Roach
<b>SIGNATURE:</b>	/Amanda Roach/
<b>DATE SIGNED:</b>	04/08/2021

**Total Attachments: 8**

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source=2 - Project\_Capri\_-\_IP\_Assignment\_-\_Exhibit\_A\_(Trademark\_Assignment)#page2.tif  
source=2 - Project\_Capri\_-\_IP\_Assignment\_-\_Exhibit\_A\_(Trademark\_Assignment)#page3.tif  
source=2 - Project\_Capri\_-\_IP\_Assignment\_-\_Exhibit\_A\_(Trademark\_Assignment)#page4.tif  
source=2 - Project\_Capri\_-\_IP\_Assignment\_-\_Exhibit\_A\_(Trademark\_Assignment)#page5.tif  
source=2 - Project\_Capri\_-\_IP\_Assignment\_-\_Exhibit\_A\_(Trademark\_Assignment)#page6.tif  
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source=2 - Project\_Capri\_-\_IP\_Assignment\_-\_Exhibit\_A\_(Trademark\_Assignment)#page8.tif

## **IP ASSIGNMENT**

This IP Assignment (this "IP Assignment"), dated as of March 9, 2021 (the "Effective Date"), is by and between Essentia Sub, LLC, a Delaware limited liability company ("Essentia") and Société Des Produits Nestlé S.A., a corporation organized and existing under the laws of Switzerland ("SPN").

## **RECITALS**

WHEREAS, certain affiliates of SPN and Essentia entered into that certain Membership Interest Purchase Agreement, dated as of March 5, 2021, pursuant to which Essentia became an affiliate of SPN (the "Acquisition"); and

WHEREAS, in connection with the closing of the Acquisition, SPN and Essentia entered into that certain IP Assignment Agreement, of even date herewith (the "Assignment Agreement"), pursuant to which Essentia agreed to convey, transfer, assign and deliver to SPN all of Essentia's right, title and interest in, to and under all intellectual property owned by Essentia, including the intellectual property set forth on Schedule 1 attached hereto.

## **ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Essentia does hereby convey, transfer, assign and deliver to SPN, and SPN hereby accepts, all of Essentia's right, title and interest in, to and under the Assigned IP (as defined in the Assignment Agreement), including (a) the trademarks set forth on Schedule 1 attached hereto, and all good will of the business associated therewith, (b) all registrations and applications to register the Assigned IP, all rights to apply for and register the Assigned IP and all rights of priority with respect thereto, (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned IP and (d) any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on, or after the date hereof, 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; provided that, with respect to the pending intent-to-use trademark applications listed on Schedule 2 attached hereto, and any other pending intent-to-use trademark applications listed on Schedule 1, such assignment shall be effective upon the acceptance by the USPTO or applicable trademark office of a statement of use or equivalent filed in such applications.

Essentia hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of SPN, Essentia will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required by SPN in order to convey, transfer, assign and deliver to SPN and vest in SPN title to all of the Assigned IP.

Essentia hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other jurisdictions, worldwide, to record the title of SPN as owner of all right, title, and interest in and to the Assigned IP.

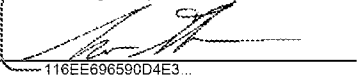
This IP Assignment shall be construed and interpreted according to the laws of Switzerland, applicable to contracts to be wholly performed within the country of Switzerland.

This IP Assignment must be signed by all Parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original signatures to this IP Assignment are not required to establish the effectiveness, authenticity, or enforceability of this IP Assignment. Photocopies of this IP Assignment bearing the signatures of both parties are effective as originals. Signatures sent electronically (facsimile or scanned and sent via email) or e-signatures will be deemed original signatures. The Parties' affiliates may translate this IP Assignment for reference purposes or to file it before their local courts. In case of contradiction between the English version and the corresponding translation, the English version will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**Essentia Sub, LLC**

DocuSigned by:

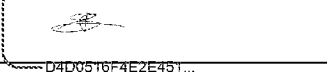


By: \_\_\_\_\_  
Name: Andrew Glass  
Title: Authorized Signatory

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**SOCIÉTÉ DES PRODUITS NESTLÉ S.A.**

DocuSigned by:



By: \_\_\_\_\_  
Name: Ezio Bonaccorso  
Title: Authorized Signatory

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## SCHEDULE 1

## Trademarks

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
#ESSENTIANATION	US	87381188	22-Mar-2017	5392958	30-Jan-2018	Registered
#ESSENTIANATION	Int'l Registration	1419661	29-Jun-2018	1419661	29-Jun-2018	Registered
#ESSENTIANATION	Mexico	1419661	29-Jun-2018	1419661	29-Jun-2018	Registered
A BETTER YOU STARTS WITH A BETTER WATER	US	88254468	08-Jan-2019	6115907	04-Aug-2020	Registered
DRINK UP MORE OF LIFE	Int'l Registration	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Mexico	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	US	87276229	21-Dec-2016	6130595	18-Aug-2020	Registered
ESSENTIA	Taiwan	106021662	14-Apr-2017	01890326	01-Jan-2018	Registered
ESSENTIA	Australia	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Canada	1690559	21-Aug-2014	976267	20-Jul-2017	Registered
ESSENTIA	China	18948456	21-Jan-2016	18948456	28-Feb-2017	Registered
ESSENTIA	India	1217141	22-Oct-2015	1217141	22-Oct-2015	Registered
ESSENTIA	Israel	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Kuwait	155946	27-Aug-2014	136164	27-Aug-2014	Registered
ESSENTIA	Int'l Registration	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ESSENTIA	Mexico	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Korea, Republic of	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Qatar	99307	02-Dec-2014	99307	15-Feb-2016	Registered
ESSENTIA	Saudi Arabia	1436005156	24-Dec-2014	1436005156	30-Sep-2015	Registered
ESSENTIA	United Arab Emirates	222329	27-Nov-2014	222329	25-Oct-2016	Registered
ESSENTIA	US	77691751	16-Mar-2009	3711536	17-Nov-2009	Registered
ESSENTIA E+ AND DESIGN	US	87381206	22-Mar-2017	5392959	30-Jan-2018	Registered
ESSENTIA E+ AND DESIGN	Int'l Registration	1422261	29-Jun-2018	1422261	29-Jun-2018	Registered
ESSENTIA E+ AND DESIGN	Mexico	1422261	29-Jun-2018	1422261	29-Jun-2018	Registered
ESSENTIA E+ AND DESIGN	Int'l Registration	1422324	02-Jul-2018	1422324	02-Jul-2018	Registered
ESSENTIA LOGOS (SERIES)	New Zealand	1022824	03-Jul-2015	1022824	02-Aug-2016	Registered
ESSENTIA NATION	US	87381138	22-Mar-2017	5392957	30-Jan-2018	Registered
ESSENTIA NATION	Int'l Registration	1419774	02-Jul-2018	1419774	02-Jul-2018	Registered
ESSENTIA WATER	Mexico	1231364	03-Jul-2018	2095231	13-Jul-2020	Registered
ESSENTIA NATION	Mexico	1419774	02-Jul-2018	1419774	17-Sep-2020	Registered
ESSENTIA WATER	Taiwan	106021663	14-Apr-2017	01890327	01-Jan-2018	Registered
ESSENTIA WATER	Benelux	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ESSENTIA WATER	Brazil	908163738	22-Aug-2014	908163738	24-Jan-2017	Registered
ESSENTIA WATER	Canada	1737073	13-Jul-2015	1001408	24-Jul-2018	Registered
ESSENTIA WATER	France	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Germany	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	India	1231364	22-Oct-2015	1231364	22-Oct-2015	Registered
ESSENTIA WATER	Italy	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Int'l Registration	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Poland	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Russia	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Spain	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Switzerland	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	United Kingdom	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	US	86372557	20-Aug-2014	4723021	21-Apr-2015	Registered
IONIZED HYDRATION	US	88254476	08-Jan-2019	6025850	31-Mar-2020	Registered
IT MIGHT AS WELL BE YOU	US	88252615	07-Jan-2019	5910258	12-Nov-2019	Registered
OVERACHIEVING H2O	US	87288749	04-Jan-2017	5556459	04-Sep-2018	Registered

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
OVERACHIEVING H2O	Int'l Registration	1419939	02-Jul-2018	1419939	02-Jul-2018	Registered
OVERACHIEVING H2O	Mexico	1419939	02-Jul-2018	1419939	02-Jul-2019	Registered
SUPERCARGED IONIZED ALKALINE WATER	US	88254470	08-Jan-2019			Published
THE FUTURE OF WATER	US	87276231	21-Dec-2016	6130596	18-Aug-2020	Registered
THE FUTURE OF WATER	Int'l Registration	1419758	02-Jul-2018	1419758	02-Jul-2018	Registered
THE FUTURE OF WATER	Mexico	1419758	02-Jul-2018			Pending
ESSENTIA E+ Logo	Japan	2019-122174	17-Sep-2019			Pending
DRINK UP MORE OF LIFE	Australia	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Canada	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	China	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Puerto Rico	awaiting				
HYDRATION PERFECTED	European Union	1239719	07-Jul-2014	1239719	07-Jul-2014	Registered
HYDRATION PERFECTED	India	1239719	22-Oct-2015	1239719	22-Oct-2015	Registered
HYDRATION PERFECTED	Japan	1239719	07-Jul-2014	1239719	07-Jul-2014	Registered
HYDRATION PERFECTED	Int'l Registration	1239719	07-Jul-2014	1239719	07-Jul-2014	Registered
HYDRATION PERFECTED	Mexico	1239719	07-Jul-2014	1603798	07-Jul-2014	Registered
HYDRATION PERFECTED	New Zealand	1239719	07-Jan-2014	1239719	07-Jan-2014	Registered
HYDRATION PERFECTED	South Korea	1239719	07-Jul-2014	1239719	15-Feb-2016	Registered
HYDRATION PERFECTED	US	86159403	07-Jan-2014	4629926	28-Oct-2014	Registered



Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
DRINKING UP MORE OF LIFE	Mexico	2334361	21-Feb-2020			Pending
DRINKING UP MORE OF LIFE	Puerto Rico	239252-32-0	20-Aug-2020			Pending
DRINKING UP MORE OF LIFE	Canada	2047120	20-Aug-2020			Pending
DRINKING UP MORE OF LIFE	China	awaiting	21-Sep-2020			Pending
DRINKING UP MORE OF LIFE	Australia	2113714	21-Aug-2020			Pending

TRADEMARK

REEL: 007249 FRAME: 0710

**SCHEDULE 2**

**Intent-to-Use Trademark Applications**

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
DRINKING UP MORE OF LIFE	US	88803796	20-Feb-2020			Allowed

**TRADEMARK**

**REEL: 007249 FRAME: 0711**