

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647821

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Buzzbox Beverages, Inc. | | 05/17/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Buzzbox Premium Cocktails, Inc. | | |
| Street Address: | 42625 Jackson Street | | |
| Internal Address: | Suite 111 | | |
| City: | Indio | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92203 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4618174 | BUZZBOX | |
| 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: | 312-214-5605 | | |
| Email: | joshua.frick@btlaw.com | | |
| Correspondent Name: | Joshua S. Frick | | |
| Address Line 1: | One North Wacker | | |
| Address Line 2: | Suite 4400 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Joshua S. Frick | | |
| SIGNATURE: | /Joshua S. Frick/ | | |
| DATE SIGNED: | 05/18/2021 | | |
| Total Attachments: 3 | | | |
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| source=May 2021 U.S. Trademark Assignment for BUZZBOX#page2.tif | | | |
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OP \$40.00 4618174

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of May 17, 2021 (the "Effective Date"), by Buzzbox Beverages, Inc., a Nevada corporation with a principal business address at 42625 Jackson Street, Suite 111, Indio, California 92203, United States ("Assignor"), to Buzzbox Premium Cocktails, Inc., a Delaware corporation with a principal place of business at 42625 Jackson Street, Suite 111, Indio, California 92203, United States ("Assignee").

WHEREAS, Assignor has adopted, owns, and is using the BUZZBOX trademark (the "Trademark");

WHEREAS, Assignor owns United States Registration No. 4618174 for the Trademark (the "Registration"), as set forth in Exhibit A attached hereto;

WHEREAS, Assignor desires to assign, transfer and convey the Trademark and the Registration therefor to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Trademark and the Registration therefor from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee all rights, title, and interest in and to the Trademark and the Registration, together with all goodwill of the business connected with the use of and symbolized by the Trademark and the right to claim, prosecute and recover monetary damages for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof.

FURTHER, Assignor hereby agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments, and take all actions as may be necessary or desirable, as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor's rights in and to the Trademark and the Registration, in each case, without further compensation. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

FURTHER, Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable

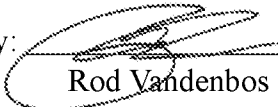
foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Trademark and the Registration.

FURTHER, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

FURTHER, to expedite the process of entering into this Assignment, the parties acknowledge that Transmitted Copies of this Assignment will be equivalent to original documents. "Transmitted Copies" means executed copies that are reproduced and/or transmitted electronically via PDF, email, facsimile, DocuSign or other process of complete and accurate reproduction and transmission.

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the Effective Date.

Buzzbox Beverages, Inc.

By: 

Rod Vandebos
CEO

Date: May 17, 2021

Exhibit A

| Mark | United States Reg. No. | Goods & Services |
|---------|---------------------------|--|
| BUZZBOX | 4618174 | Class 33: Alcoholic beverages, excluding beer and wine; alcoholic carbonated beverages, excluding beer; alcoholic cocktail mixes; alcoholic fruit cocktail drinks; prepared alcoholic cocktail beverages; liquor and liqueur beverages; and spirits |