

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649045

<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>
Agneta LLC		05/18/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teatulia, PBC		
<b>Street Address:</b>	2904 Zuni Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80211		
<b>Entity Type:</b>	Public Benefit Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5591198	KNOW WHERE YOUR TEA COMES FROM	
<b>Registration Number:</b>	5751975	TEATULIA	
<b>Registration Number:</b>	5751980	TEATULIA	
<b>Registration Number:</b>	5558594	TEATULIA	
<b>Registration Number:</b>	5558593	TEATULIA	
<b>Registration Number:</b>	5385928	ENERGY	
<b>Registration Number:</b>	4997064	DRINK GOOD TEA	
<b>Registration Number:</b>	3752957	TEATULIA	
<b>Registration Number:</b>	5502734	TEATULIA	
<b>Registration Number:</b>	5765620	TEATULIA	
<b>Registration Number:</b>	4739132	ORGANIC ON ICE	
<b>Registration Number:</b>	4379592	TEA SODA	
<b>Registration Number:</b>	5208371	HOT ICED	
<b>Registration Number:</b>	5392588	BREW HOT OR ICED	
<b>Registration Number:</b>	5340903	TO HEALTH. TO LIFE. TO TEA.	
<b>Registration Number:</b>	5752005	INSPIRE YOUR WATER	
<b>Registration Number:</b>	5728981	GET IT IN YOUR MOUTH	
<b>Registration Number:</b>	5729174	TEATULIA TEA & COFFEE BAR	
<b>Serial Number:</b>	88201075	TURN OVER A NEW LEAF	

OP \$540.00 5591198

Property Type	Number	Word Mark
Registration Number:	5548919	TEA SODA
Registration Number:	4726858	TEATULIA TEA BAR

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** ip@milgromlaw.com, jon.milgrom@milgromlaw.com,  
laura.marmulstein@milgromlaw.com

**Correspondent Name:** Jonathan Milgrom

**Address Line 1:** 1550 Larimer Street, #503

**Address Line 4:** Denver, COLORADO 80202

<b>NAME OF SUBMITTER:</b>	Jonathan Milgrom
<b>SIGNATURE:</b>	/Jonathan Milgrom/
<b>DATE SIGNED:</b>	05/24/2021

**Total Attachments: 7**

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 18, 2021, is made by Agneta LLC (“**Assignor**”), a Delaware Limited Liability Company, in favor of Teatulia, PBC (“**Assignee**”), a Delaware Public Benefit Corporation.

WHEREAS, Assignor has converted to a Public Benefit Corporation and desires to convey, transfer, and assign to Assignee all intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office (“**USPTO**”), the United States Copyright Office (“**USCO**”), the World Intellectual Property Office (“**WIPO**”), and any other intellectual property offices as necessary, and Assignee desires to acquire such intellectual property rights; and

WHEREAS, Assignor and Assignee desire that the recorded ownership of such intellectual property rights be accurate, including the recorded ownership with the USPTO, USCO, WIPO, and any other intellectual property offices as necessary.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

(a) all trademark registrations and trademark applications which Assignor has a right, title, and interest in or to including, without limitation, those set forth on hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all patent registrations and patent applications which Assignor has a right, title, and interest in or to including, without limitation, those set forth on Schedule 2 hereto and all issuances, continuations, reissues, reexaminations, extensions, and renewals thereof (the “**Assigned Patents**”);

(c) all copyrighted materials and copyrights therein created by common law and any registrations and copyright applications registered and applied therefor, and all issuances, extensions, and renewals thereof (the “**Assigned Copyrights**”);

(d) 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;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the USPTO, USCO, WIPO, and any other intellectual property offices as necessary to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 Assigned Trademarks, Assigned Patents, and Assigned Copyrights to Assignee.

3. Counterparts. This IP 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 IP 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 IP Assignment.


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

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action whether in contract, tort, or otherwise based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision.

[SIGNATURE PAGE FOLLOWS]

WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first written above.

Agneta LLC

By:  \_\_\_\_\_

Name: Tim Bradley

Title: Authorized Signatory

AGREED TO AND ACCEPTED:

Teatulia, PBC

By:  \_\_\_\_\_

Name: Tim Bradley

Title: CEO

## SCHEDULE 1

### Assigned Trademarks

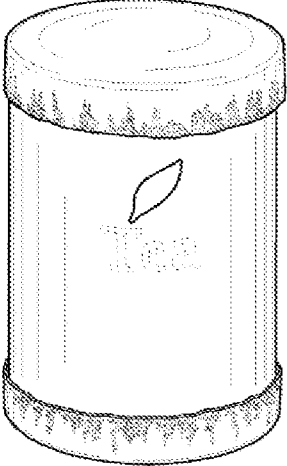
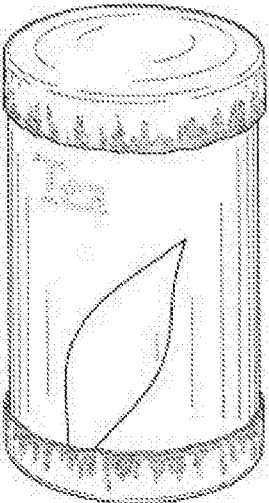
United States Trademark Applications and Registrations

Mark	Application Number	Registration Number	Registration Date
KNOW WHERE YOUR TEA COMES FROM	87437506	5591198	10/23/2018
TEATULIA	87499589	5751975	5/14/2019
TEATULIA	87509220	5751980	5/14/2019
TEATULIA	87511592	5558594	9/11/2018
TEATULIA	87511585	5558593	9/11/2018
ENERGY	87511599	5385928	1/23/2018
DRINK GOOD TEA	86816766	4997064	7/12/2016
TEATULIA	77529832	3752957	2/23/2010
TEATULIA	87691909	5502734	6/26/2018
TEATULIA	88053481	5765620	5/18/2019
ORGANIC ON ICE	86432659	4739132	5/19/2015
TEA SODA	85801134	4379592	8/6/2013
HOT ICED	87175332	5208371	5/23/2017
BREW HOT OR ICED	87186548	5392588	1/30/2018
TO HEALTH. TO LIFE. TO TEA.	87531153	5340903	11/21/2017
INSPIRE YOUR WATER	87531147	5752005	5/14/2019
GET IT IN YOUR MOUTH	87717238	5728981	4/16/2019
TEATULIA TEA & COFFEE BAR	87770464	5729174	4/16/2019
TURN OVER A NEW LEAF	88201075		
TEA SODA	87630546	5548919	8/28/2018
TEATULIA TEA BAR	86374629	4726858	4/28/2015

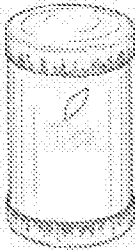
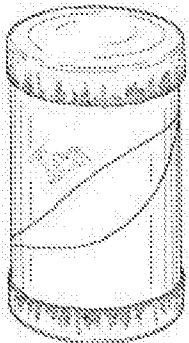
International Trademark Applications and Registrations

Mark	Jurisdiction	Application Number	Registration Number	Registration Date
TEATULIA	Australia		1681714	10/22/2015
TEATULIA	Canada	1729130	TMA948536	9/7/2016
TEATULIA	Canada	1874666	TMA1049031	8/14/2019
TO HEALTH. TO LIFE. TO TEA.	European Union		017687468	5/4/2018
INSPIRE YOUR WATER	European Union		17687484	5/4/2018
SPARKLE BREW	European Union		17724683	5/25/2018
TEATULIA	European Union		017638164	4/24/2018
TEATULIA	European Union		17902051	9/13/2018
RICKSHAW	European Union		17809931	6/20/2018
SPARKLE BREW	Japan	2018-9055	6039674	4/27/2018
RICKSHAW	Japan	2018-17513	6041637	5/11/2018
TO HEALTH. TO LIFE. TO TEA.	Japan	2018-3901	6033852	4/6/2018
TEA AS IT WAS MEANT TO BE	Japan	2018-3902	6032442	3/30/2018
INSPIRE YOUR WATER	Japan	2018-3903	6033853	4/6/2018

**SCHEDULE 2**  
**Assigned Patents**

Representative Figure	Application Number	Patent/Registration Number	Patent Issue/Registration Date	Country Code
 <p align="center">FIG. 1</p>	29/507,622	D803,008	11/21/2017	U.S.
 <p align="center">FIG. 1</p>	162076	162076	1/22/2016	CA



 <p>FIG. 1</p>	162075	162075	1/22/2016	CA
 <p>FIG. 1</p>	162074	162074	1/22/2016	CA

SCHEDULE 2 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**TRADEMARK**

**RECORDED: 05/24/2021**

**REEL: 007304 FRAME: 0045**