

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Waters Holdings, LLC		09/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Caribe Juice Inc.		
Street Address:	880 New Jersey Ave, SE		
Internal Address:	Unit 703		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20003		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5074901	DELICIOUSLY HYDRATING	
Registration Number:	4843744	SHAKE IT LIKE YOU MEAN IT!	
Registration Number:	4626187	SUMMER IN YOUR MOUTH	
Registration Number:	4822542	WE GROW WATER	
Registration Number:	5693222	WE GROW WTR	
Registration Number:	5059908	WORLD WATERS	
Registration Number:	4618887	WTRMLN	
Registration Number:	5412617	WTRMLN	
Registration Number:	5568346	WTRMLN	
Registration Number:	4787567	WTRMLN LMN	
Registration Number:	4618888	WTRMLN WTR	
Registration Number:	5652465	WTRMLN WTR	
Registration Number:	5652468	WTRMLN WTR	
CORRESPONDENCE DATA			
Fax Number:	4344736738		
<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>			

OP \$340.00 5074901

Phone: 434-260-1837
Email: hbalmat@balmatlw.com
Correspondent Name: Heather E Balmat
Address Line 1: 977 Seminole Tr., #342
Address Line 4: Charlottesville, VIRGINIA 22901

NAME OF SUBMITTER: Heather E. Balmat

SIGNATURE: /Heather E. Balmat/

DATE SIGNED: 05/25/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 5, 2020, is made by World Waters Holdings, LLC, a Delaware limited liability company (“**Seller**”), with an address at 3370 Walnut Street, Denver, CO 80205, in favor of Caribe Juice Inc., a Virginia corporation (“**Buyer**”), with an address at 880 New Jersey Ave. SE, Unit 703 Washington, DC 20003, in connection with that certain Asset Purchase Agreement, by and among Seller, World Waters LLC, a New York limited liability company, and Buyer, dated as of September 5, 2020 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s Business, or portion of the Business to which the trademark pertains, and that Business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller 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 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the

officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. 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 hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

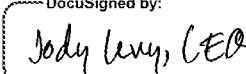
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

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FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

WORLD WATERS HOLDINGS, LLC

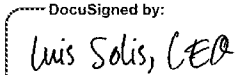
DocuSigned by:

By: 4A1EDD8D5367404
Name: Jody Levy
Title: Chief Executive Officer

Address for Notices:
3370 Walnut Street
Denver, CO 80205

AGREED TO AND ACCEPTED:

BUYER:

CARIBE JUICE INC.

DocuSigned by:

By: 89E79FC3E9C2434
Name: Luis Solis
Title: Chief Executive Officer

Address for Notices:
880 New Jersey Ave. SE, Unit 703
Washington, DC 20003

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Country	Application No.	Registration No.	Status
Assigned Registered Trademarks				
WTRMLN	China (People's Republic)	13321849	13321849	Registered
WTRMLN	China (People's Republic)	13321848	13321848	Registered
WTRMLN	China (People's Republic)	13321847	13321847	Registered
WTRMLN WTR	China (People's Republic)	13321846	13321846	Registered
WTRMLN	European Union (Community)	12198651	12198651	Registered
WTRMLN WTR	European Union (Community)	12198636	12198636	Registered
WTRMLN	Japan	2015064394	5804979	Registered
WTRMLN WTR	Japan	2015064395	5804980	Registered
WTRMLN	Korea, Republic of	40201553984	401163655	Registered
WTRMLN WTR	Korea, Republic of	40201553985	401163656	Registered
WTRMLN	Taiwan	104039564	1762172	Registered
WTRMLN WTR	Taiwan	104039565	1762173	Registered
DELICIOUSLY HYDRATING	United States of America	86802107	5074901	Registered
SHAKE IT LIKE YOU MEAN IT!	United States of America	86230226	4843744	Registered
SUMMER IN YOUR MOUTH	United States of America	86099111	4626187	Registered
WE GROW WATER	United States of America	85921477	4822542	Registered
WE GROW WTR	United States of America	87760897	5693222	Registered
WORLD WATERS	United States of America	86220328	5059908	Registered
WTRMLN	United States of America	85896795	4618887	Registered
WTRMLN	United States of America	87554267	5412617	Registered
WTRMLN (& Design)	United States of America	87555942	5568346	Registered
WTRMLN LMN	United States of America	86220352	4787567	Registered

WTRMLN WTR	United States of America	85896801	4618888	Registered
WTRMLN WTR	United States of America	87554269	5652465	Registered
WTRMLN WTR (& DESIGN)	United States of America	87555943	5652468	Registered
Assigned Trademark Applications				
WE GROW WTR WTR MLN WTR (& Design)	Canada	1991699	N/A	Pending