

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660487

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900620216		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flaviar, Inc.		04/05/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Supermassive Beverage Company, LLC		
Street Address:	244 Fifth Avenue, Suite F247		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88864615	INFINITY BOTTLE	
Serial Number:	88022717	SHAKMAT	
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>			
Email:	info@flaviar.com		
Correspondent Name:	FLAVIAR INC.		
Address Line 1:	244 Fifth Avenue, Suite F247		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Jugoslav Petkovic		
SIGNATURE:	/Jugoslav Petkovic/		
DATE SIGNED:	07/16/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of April 5, 2021, is made by and among **FLAVIAR, INC.** (“Assignor”), a Delaware corporation, located at 244 Fifth Avenue, Suite F247, New York, NY 10001 and its subsidiary **SUPERMASSIVE BEVERAGE COMPANY, LLC** (“Assignee”/“Subsidiary”), a Delaware limited liability company, located at 244 Fifth Avenue, Suite F247, New York, NY 10001, pursuant to that certain Asset Transfer Agreement by and among Assignor and Assignee, dated as of the date hereof (the “Asset Transfer Agreement”).

WHEREAS, under the terms of the Asset Transfer Agreement, Assignor has contributed, assigned, transferred and delivered to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

WHEREAS, Assignor is a sole member of the Assignee; and

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest (including all registration rights, all rights to prepare derivative marks, and all goodwill) in and to the trademarks set forth on Schedule 1 (the “Trademarks”).
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Transfer Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Transfer 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 Asset Transfer Agreement and the terms hereof, the terms of the Asset Transfer Agreement shall govern.

4. Security Interest. Assignor and Assignee acknowledge that Multiplier Capital II, LP (“Multiplier”) has been granted a security interest in all Assignor and Assignee’s Intellectual property, including without limitation all Intellectual Property described herein, and that the assignment of Trademarks shall not in any way impair or affect Multiplier’s security interest, granted in certain Intellectual Property Security Agreement, dated as of October 30, 2020.

5. 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 to be 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.


6. 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.

7. 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).

[Signature Page Follows]

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

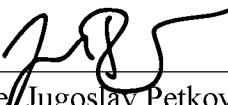
FLAVIAR, INC.

By:  _____
Name: Jugoslav Petkovic
Title: Chief Executive Officer
Address for Notices: 244 Fifth Avenue, Suite
F247, New York, NY 10001

AGREED TO AND ACCEPTED:

SUPERMASSIVE BEVERAGE COMPANY,
LLC

BY: FLAVIAR, INC., its sole member

By:  _____
Name: Jugoslav Petkovic
Title: Chief Executive Officer
Address for Notices: 244 Fifth Avenue, Suite
F247, New York, NY 10001

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS

Registered Trademarks

Mark	Jurisdiction	Serial Number	Registration Number	Registration Date
SHAKMAT	U.S.A.	88022717	5,840,941	August 20, 2019

Unregistered Trademarks

Mark	Jurisdiction	Serial Number	Application Number	Application Date
INFINITY BOTTLE	U.S.A.	88864615	/	April 08, 2020