

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David J Lindenbaum		07/19/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Pike Brands LLC		
Street Address:	1536 17th Avenue East		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5450400	GET KOMBUCHA	
CORRESPONDENCE DATA			
Fax Number:	8138394896		
<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:	8139990199		
Email:	lros@aegislaw.com		
Correspondent Name:	John Ervin		
Address Line 1:	100 S Ashley Dr		
Address Line 2:	Ste 620		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Leila Ros		
SIGNATURE:	/Leila Ros/		
DATE SIGNED:	07/26/2021		
Total Attachments: 4			
source=Trademark assignment-GetKom#page1.tif			
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OP \$40.00 5450400

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of July 19, 2021 (the “**Effective Date**”), by and between David J. Lindenbaum, an individual (the “**Assignor**”), and Pike Brands LLC, a Delaware limited liability company (the “**Assignee**”),

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 19, 2021 (the “**Purchase Agreement**”), pursuant to which Seller has agreed to cause Assignor to convey, transfer and assign to the Assignee, among other assets, the Intellectual Property of Assignor;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”); and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the following (collectively, the “**Trademark Assets**,” and which, for the avoidance of doubt, shall exclude all Excluded Liabilities):

(a) all trademarks, trademark registrations and trademark applications of Assignor, set forth on **Schedule 1** attached hereto (collectively, the “**Trademarks**”), and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(b) all rights of any kind whatsoever of Assignor with respect to the Trademarks 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 the Trademarks; and

(d) any and all claims and causes of action with respect to the Trademarks, whether accruing before, on or after the Effective Date, 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 of the foregoing, 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 Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, 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, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

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


4. **Governing Law.** This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. **Counterparts; Electronic Signatures.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com, www.adobeSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:


David J. Lindenbaum (Jul 26, 2021 02:52 EDT)

ASSIGNEE:

PIKE BRANDS LLC

Jason LeeKeenan
By: Jason LeeKeenan (Jul 19, 2021 2:04 PM EDT)

Name: Jason LeeKeenan
Its: Authorized Signatory

SCHEDULE 1

**TRADEMARK ASSETS
TRADEMARK**

Word Mark	GET KOMBUCHA
Goods and Services	IC 030. US 046. G & S: Kombucha tea. FIRST USE: 20070601. FIRST USE IN COMMERCE: 20070601
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	87538083
Filing Date	July 21, 2017
Current Basis	1A
Original Filing Basis	1A
Date Amended to Current Register	March 8, 2018
Registration Number	5450400
Registration Date	April 17, 2018
Owner	(REGISTRANT) Lindenbaum, David J. INDIVIDUAL UNITED STATES #6 3734 clarington ave los angeles CALIFORNIA 90034
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KOMBUCHA" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	SUPPLEMENTAL
Live/Dead Indicator	LIVE