

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cintron Brands, LLC		02/11/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cintron World LLC		
Street Address:	1135 Shelby Street		
Internal Address:	Unit 2401		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77807941	CINTRON	
Serial Number:	77807946	CINTRON	
Serial Number:	78951185	CINTRON 21	
Serial Number:	78928691	CINTRON ENERGY ENHANCER	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<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:	2483513000		
Email:	trademark@jaffelaw.com		
Correspondent Name:	Jeremy D. Bisdorf		
Address Line 1:	27777 Franklin Rd.		
Address Line 2:	Suite 2500		
Address Line 4:	Southfield, MICHIGAN 48034		
NAME OF SUBMITTER:	Jeremy D. Bisdorf, Attorney of Record		
SIGNATURE:	/Jeremy D. Bisdorf/		
DATE SIGNED:	09/01/2021		
Total Attachments: 4			

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**BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement (this "Bill of Sale") is entered into as of this 11 day of February, 2021 (the "Final Payment Date"), by and between Cintron World LLC, a Michigan limited liability company principally located at 1135 Shelby Street, Unit 2401, Detroit, MI 48226 ("Buyer"), and Cintron Brands, LLC, a Michigan limited liability company principally located at 1135 Shelby Street, Unit 2902, Detroit, MI 48226 ("Cintron US"). Each of Buyer and Cintron US is sometimes referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Buyer, Cintron US and A. Wesley Wyatt, Sr. ("Wyatt") have entered into a certain Asset Purchase Agreement dated February 9, 2016 (the "Purchase Agreement") pursuant to which Buyer has agreed to purchase, and Cintron US has agreed to sell, those certain Included Assets defined and discussed below; and

WHEREAS, the consummation of Buyer's purchase of the Included Assets is specified to occur on the Final Payment Date.

NOW, THEREFORE, for good and valuable consideration, ~~including the Purchase Price paid under (and as defined in) the Purchase Agreement and the covenants and agreements of Buyer, Cintron US and Wyatt (as the case may be) contained herein and in the Purchase Agreement, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the Parties hereby covenant and agree as follows:~~

1. Buyer hereby purchases from Cintron US, and Cintron US hereby sells, conveys, transfers, assigns and delivers to Buyer, all the following assets (collectively, the "Included Assets"), to have and to hold unto Buyer, its successors and assigns forever:

(a) Business IP. All Trademarks, Trade Names, invention disclosures, domain names, copyright registrations and applications therefor, and all extensions and renewals for any of the foregoing, that are (i) owned by Cintron US primarily in connection with the Business or (ii) owned by a third party and licensed or used by Cintron US primarily in connection with the Business (collectively, the "Business IP");

(b) Contract Rights Associated with Business IP. All rights of Cintron US relating to the Business IP, and rights to use the Business IP, including, but not limited to, all licenses and permits (to the extent transferable by law), non-competition agreements, and all other contracts relating to the Business IP to which Cintron US is party (the "Assigned Contracts"), along with all associated goodwill and rights to sue for past, present and future infringement of such Business IP and Assigned Contract rights;

(c) Intangibles: Names, Logos, Etc. All names, logos, artwork, designs, and commercial and advertising concepts and material used to promote, explain, exploit, or market the products which are the subject of the Business IP;

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(d) Books and Records. All books and records of Cintron US relating to customers and prospective customers of the Business (being the manufacture and sale by Cintron US of energy drinks principally sold in the United States); **provided, however**, that Cintron US shall have the right to retain archival copies of the foregoing following the Final Payment Date.

The Business IP and the Assigned Contracts are variously set forth in Exhibit A hereto.

2. Buyer does hereby accept the Included Assets and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants to be observed, performed, paid or discharged with respect to the Assigned Contracts (except for monetary obligations thereunder, which shall remain with and shall be paid by Cintron US), under and subject to the terms of the Purchase Agreement.

3. For the sake of clarity, Buyer purchases and receives only the Included Assets, and Cintron US shall be entitled to keep its cash, accounts receivable, inventory, equipment, real estate and all other assets (the "Retained Assets"). All liabilities of Cintron US, other than those to be assumed by Buyer pursuant to this Bill of Sale, shall also remain with Cintron US. Cintron US shall have the right to sell inventory and other Retained Assets to wind down the business of Cintron US and shall keep Buyer reasonably advised on the plans for liquidating such Retained Assets following the Final Payment Date. Cintron US shall not sell the Retained Assets in a manner that disrupts the business of Buyer.

4. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall govern.

5. This Bill of Sale and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Buyer, its successors and assigns, and Cintron US and its successors and assigns.


6. This Bill of Sale shall be construed and interpreted and the rights granted herein governed in accordance with the laws of the State of Michigan, without giving effect to principles of conflicts of laws.

7. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same such instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the Final Payment Date.

CINTRON WORLD LLC

DocuSigned by:

By: BA782B0043644EA
Victor Edozien
Manager

CINTRON BRANDS, LLC

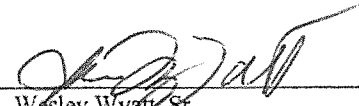
By: 
A. Wesley Wyatt Sr.
Manager

EXHIBIT A
TO BILL OF SALE

BUSINESS IP AND ASSIGNED CONTRACTS

1. Trademarks, as listed below and variously further described in the attachments hereto:
 - a. *Cintron*, U.S. Patent and Trademark Office, Registration No. 4721900, Serial No. 77807941
 - b. *Cintron*, U.S. Patent and Trademark Office, Registration No. 4721901, Serial No. 77807946
 - c. *Cintron 21*, U.S. Patent and Trademark Office, Registration No. 3410949, Serial No. 78951185
 - d. *Cintron Energy Enhancer*, U.S. Patent and Trademark Office, Registration No. 3600401, Serial No. 78928691
2. Copyrights: No registered copyrights.
3. Patents: None.
4. Licenses: None.
5. Domain Names: www.cintronbrandsllc.com (inactive)
6. Unregistered Business IP: None.
7. Assigned Contracts:
 - a. Blanket Bill of Sale and Assignment dated October 2, 2015 (but effective for all purposes as of August 19, 2013) from Cintron Beverage Group, LLC to Cintron US, conveying to Cintron US all property and assets of Cintron Beverage Group, LLC.
 - b. Manufacturing Arrangement: Cintron US's beverage products are currently manufactured and supplied by NVE Pharmaceuticals, which owns the product recipes and manufactures products to order for Cintron US on a purchase order basis. There are no open purchase orders as of the date of this Agreement.
 - c. Brokerage Agreement dated September 24, 2015 between Cintron US (as assignee of Cintron Beverage Group, LLC pursuant to the foregoing Blanket Bill of Sale and Assignment) and Mark Johnson Associates.

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