

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689300

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 05/16/2021 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| CMG Partners, Inc. | | 11/18/2021 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Live Zola, LLC |
| Street Address: | 1550 Leigh Ave. |
| City: | San Jose |
| State/Country: | CALIFORNIA |
| Postal Code: | 95125 |
| Entity Type: | Limited Liability Company: CALIFORNIA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 3303759 | ZOLA |
| Registration Number: | 4819716 | ZOLA |
| Registration Number: | 4819717 | ZOLA FRUITS OF THE WORLD |
| Registration Number: | 4401106 | ZOLA FRUITS OF THE WORLD |
| Registration Number: | 4197797 | COCO-HYDRATION |
| Registration Number: | 3714904 | DRINK ZOLA. LIVE BETTER. |
| Registration Number: | 5325659 | ZOLA |
| Registration Number: | 5434336 | |
| Registration Number: | 5686707 | LIVE ZOLA! |
| Serial Number: | 87039929 | LIVE ZOLA |

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: Istewart@coastlawgroup.com

Correspondent Name: Lauren Stewart

Address Line 1: 1140 S Coast Hwy 101

Address Line 4: Encinitas, CALIFORNIA 92024

OP \$265.00 3303759

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|---|------------------|
| ATTORNEY DOCKET NUMBER: | 42455.01 |
| NAME OF SUBMITTER: | Lauren Stewart |
| SIGNATURE: | /Lauren Stewart/ |
| DATE SIGNED: | 11/19/2021 |
| Total Attachments: 3 source=Trademark Assignment Agreement (CMG-LZ)#page1.tif source=Trademark Assignment Agreement (CMG-LZ)#page2.tif source=Trademark Assignment Agreement (CMG-LZ)#page3.tif | |

Trademark Assignment Agreement

This Trademark Assignment Agreement (“Trademark Assignment”) effective as of May 16, 2021 (the “Effective Date”) is entered into by and between CMG Partners, Inc. (“Seller”), a Delaware corporation and Live Zola, LLC, (“Buyer”), a California limited liability company.

WHEREAS Seller owns the trademarks set forth on Exhibit A attached hereto (the “Assigned Trademark”); and

WHEREAS Seller desires to convey, transfer, and assign 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.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:
 - 1.1. the trademark application for the Assigned Trademark and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks. The assignment accompanied the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business was, at the time, ongoing and existing;
 - 1.2. 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;
 - 1.3. 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
 - 1.4. 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 Trademark to Buyer, or any assignee or successor thereto.
3. 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 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.
4. 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.

5. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

DocuSigned by:
CMG Partners, Inc:

By: Steve Allan
Steve Allan, CFO

DocuSigned by:
Live Zola, LLC

By: Dennis O'Malley
Dennis O'Malley,
Authorized Signatory

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

| Mark | Registered Owner | US Registration Number | Registration Date |
|--------------------------|-------------------------|-------------------------------|--------------------------|
| Zola | CMG Partners, Inc. | 3303759 | October 2, 2007 |
| Zola | CMG Partners, Inc. | 4819716 | September 22, 2015 |
| Zola Fruits of the World | CMG Partners, Inc. | 4819717 | September 22, 2015 |
| Zola Fruits of the World | CMG Partners, Inc. | 4401106 | September 10, 2013 |
| Coco-Hydration | CMG Partners, Inc. | 4197797 | CANCELLED |
| Drink Zola. Live Better. | CMG Partners, Inc. | 3714904 | CANCELLED |
| ZOLA design mark | CMG Partners, Inc. | 5325659 | October 31, 2017 |
| Design mark | CMG Partners, Inc. | 5434336 | March 27, 2018 |
| Live Zola! | CMG Partners, Inc. | 5686707 | February 26, 2019 |

Trademark Applications

| Mark | Registered Owner | ITU Status | Application Serial Number | Filing Date |
|-------------|-------------------------|-------------------|----------------------------------|--------------------|
| Live Zola | CMG Partners, Inc. | ABANDONED | 87039929 | May 17, 2016 |