

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major Brands Holdings, Inc.		03/31/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Major Brands, Inc.		
Street Address:	6701 Southwest Ave.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63143		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5700631	MB MAJOR BRANDS PREMIUM BEVERAGE DISTRIB	
Registration Number:	5495028	SAFE HOME AFTER EVERY OCCASION	
CORRESPONDENCE DATA			
Fax Number:	2156892799		
<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:	215-569-5463		
Email:	blake.fink@blankrome.com		
Correspondent Name:	Blake D. Fink		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	200934-00116		
NAME OF SUBMITTER:	Blake D. Fink		
SIGNATURE:	/Blake D. Fink/		
DATE SIGNED:	04/12/2022		
Total Attachments: 4			
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OP \$65.00 5700631

TRADEMARK ASSIGNMENT AGREEMENT

Dated as of March 31, 2022

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the date of the last signature below by and between MAJOR BRANDS HOLDINGS, INC., a Missouri corporation ("Assignor"), and MAJOR BRANDS, INC., a Missouri corporation ("Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

BACKGROUND

Assignor is a party to that certain Securities Purchase Agreement, dated as of December 30, 2021, by and among Assignor, Breakthru Beverage Group, LLC, a Delaware corporation, and the other parties thereto, pursuant to which Assignor has agreed to execute and deliver this Assignment;

Assignor has adopted and used the trademarks identified on Schedule A attached hereto, for which Assignor owns federal applications and registrations in the United States Patent and Trademark Office (the "Trademarks");

Assignee desires to acquire Assignor's entire right, title, and interest in and to the Trademarks, together with the associated goodwill;

The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademarks and to allow Assignee to file this Assignment with the United States Patent and Trademark Office; and

Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in and to the Trademarks.

AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

2. Recordation. Assignor authorizes the United States Patent and Trademark Office to record Assignee as the owner of the Trademarks and to issue all registrations for the Trademarks in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

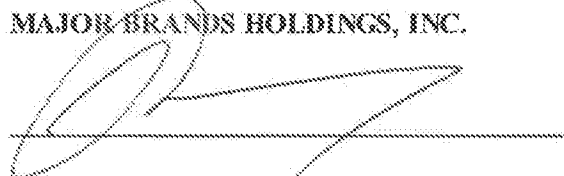
3. General. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any

third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, as of the date first written above.

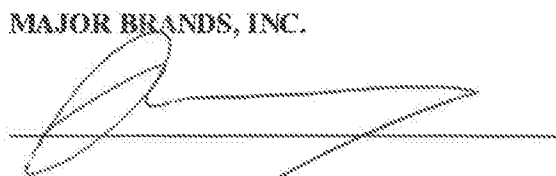
MAJOR BRANDS HOLDINGS, INC.

A handwritten signature in black ink, consisting of a large, stylized 'T' and 'S' that loops together, written over a horizontal dotted line.

Name: Thomas J. Schawang

Title: Secretary and Treasurer

MAJOR BRANDS, INC.

A handwritten signature in black ink, identical to the one on the left, written over a horizontal dotted line.

Name: Thomas J. Schawang

Title: Secretary and Treasurer

{Signature Page to Trademark Assignment Agreement}

SCHEDULE A

Trademark Rights

Trademark	Country	Owner	Registration No.	Reg. Date
 MAJOR BRANDS PREMIUM BEVERAGE DISTRIBUTORS	United States	Major Brands Holdings, Inc.	5700631	03/19/2019
 SAFE HOME AFTER EVERY OCCASION	United States	Major Brands Holdings, Inc.	5495028	06/19/2018