

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753545

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CB BRAND STRATEGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING THROUGH CB BRAND STRATEGIES, LLC, WILMINGTON, DELAWARE, USA, ZUG BRANCH | | 09/24/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Star Catcher LLC | | |
| Street Address: | 207 High Point Drive | | |
| City: | Victor | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14564 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6522287 | AHORA | |
| 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> | | | |
| Phone: | 212-218-3361 | | |
| Email: | cbidocket@seyfarth.com | | |
| Correspondent Name: | Edward F. Maluf | | |
| Address Line 1: | 620 Eighth Ave. | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| ATTORNEY DOCKET NUMBER: | 105820-000006 | | |
| NAME OF SUBMITTER: | John C. Heinbockel | | |
| SIGNATURE: | /John C. Heinbockel/ | | |
| DATE SIGNED: | 09/06/2022 | | |
| Total Attachments: 5 | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of September 24, 2021, is made by CB Brand Strategies, LLC, a Delaware limited liability company, acting through CB Brand Strategies, LLC, Wilmington, Delaware, USA, Zug Branch (“**Seller**”), having its office registered at Baarerstrasse 10, CH-6300 Zug and registered with the Commercial Register of the Canton of Zug under number CHE-355.916.772, in favor of Star Catcher LLC, a Delaware limited liability company, (“**Buyer**”), having its office registered at 207 High Point Dr., Victor, New York, 14564 USA.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration in the amount of USD 1 (one US Dollar), the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

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

(b) 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;

(c) 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

(d) 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment effective as of the date first above written.

**CB BRAND STRATEGIES, LLC, WILMINGTON,
DELAWARE, USA, ZUG**

By: _____

Name: Michael D. Lurie

Title: Branch Manager

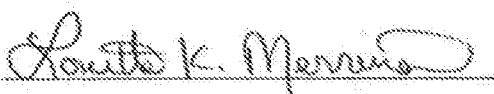
Date: September _____, 2021

Address for Notices:

Baarerstrasse 10, CH-6300 Zug, Switzerland

AGREED TO AND ACCEPTED:

STAR CATCHER LLC

By:  _____

Name: Lonette K. Merriman

Title: Vice President and Assistant Secretary

Date: September 23, 2021

Address for Notices: 207 High Point Dr., Victor, New York, 14564,
USA

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment effective as of the date first above written.

**CB BRAND STRATEGIES, LLC, WILMINGTON,
DELAWARE, USA, ZUG**

By: 

Name: Michael D. Lurie

Title: Branch Manager

Date: September 24, 2021

Address for Notices:

Baarerstrasse 10, CH-6300 Zug, Switzerland

AGREED TO AND ACCEPTED:

STAR CATCHER LLC

By: _____

Name: Lonette K. Merriman

Title: Vice President and Assistant Secretary

Date: September ____, 2021

Address for Notices: 207 High Point Dr., Victor, New York, 14564,
USA

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|-----------------------|---------------------|----------------------------|--------------------------|
| STARCATCHER BEVERAGES | Canada | TMA1,083,431 | 10/05/2020 |
| STARCATCHER BEVERAGES | China | 30875210 | 04/14/2019 |
| STARCATCHER BEVERAGES | China | 30875209 | 04/14/2019 |
| STARCATCHER BEVERAGES | India | 3830867 | 11/16/2018 |
| STARCATCHER BEVERAGES | Mexico | 1933353 | 09/03/2019 |
| STARCATCHER BEVERAGES | Mexico | 1918639 | 09/03/2018 |

Trademark Applications

| Mark | Jurisdiction | ITU Status | Application Serial Number | Filing Date |
|-------------|---------------------|-------------------|----------------------------------|--------------------|
| AHORA | United States | SOU Filed | 90286452 | 10/29/2020 |