

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM767923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Poppilu Inc.		11/11/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Beverage Corporation		
<b>Street Address:</b>	1 High Ridge Park		
<b>Internal Address:</b>	Third Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5469094	BOLD ON CITRUS NOT ON SUGAR	
<b>Registration Number:</b>	5352118	POPPILU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2024695558		
<b>Email:</b>	andrea.benson@hkllaw.com		
<b>Correspondent Name:</b>	Andrea Simonich		
<b>Address Line 1:</b>	800 17th Street N.W.		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	149180.00002		
<b>NAME OF SUBMITTER:</b>	Andrea Simonich		
<b>SIGNATURE:</b>	/Andrea Simonich/		
<b>DATE SIGNED:</b>	11/15/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made this 11th day of November, 2022, among Poppilu Inc., an Illinois corporation (“Poppilu”), Melanie Kahn, an individual and founder of Poppilu (“Ms. Kahn”, together with Poppilu, “Assignors”), each having an address of 1100 North Lake Shore Drive, Suite 21B, Chicago, Illinois 60611, and American Beverage Corporation, a Delaware corporation having an address of c/o Harvest Hill Beverage Company, 1 High Ridge Park, Third Floor, Stamford, CT 06905 (“Assignee”).

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of November 11, 2022 (the “Asset Purchase Agreement”), by and among Assignors and Assignee, Assignee is acquiring certain assets of Assignors;

WHEREAS, pursuant to Section 2.3(a)(ii) of the Asset Purchase Agreement, at the Closing (as defined in the Asset Purchase Agreement), Assignors shall deliver or cause to be delivered to Assignee a Trademark Assignment Agreement assigning to Assignee all right, title and interest in and to the Business Marks (as defined in the Asset Purchase Agreement) and set forth in Schedule A as appended hereto, which corresponds to Schedule 1.1(a) of the Asset Purchase Agreement (the “Business Marks”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors desire to assign all right, title and interest in and to the Business Marks and Assignee desires to acquire all of Assignors’ right, title and interest in and to the Business Marks.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignors hereby sell, assign, transfer, and deliver to Assignee all of Assignors’ right, title, and interest in and to the Business Marks accruing under the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including (a) any trademarks, services marks, trade names, trade dress, domain names, Facebook and other social media pages, Twitter accounts and other online or electronic identifiers, logos, slogans and any other indicia of origin or quality, any registrations and applications therefor (and any extensions, modifications, divisions and renewals of such registrations and applications), and all goodwill associated with or symbolized by any of the foregoing and (b) rights and remedies against, past, present and future infringement, dilution, misappropriation, violation or misuse of any of the foregoing.
2. This Agreement and its provisions shall be binding upon Assignors’ successors and legal representatives, and shall inure to the benefit of the successors, legal representatives and assigns of Assignee and all future assigns thereof.
3. Notwithstanding anything to the contrary in this Agreement, (a) no provision hereof shall in any way supersede, modify, replace, restrict, limit or in any way affect the rights and obligations of the parties under the Asset Purchase Agreement, and (b) in the event of any conflict between the terms of this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4. Assignors hereby authorize 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 Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's expense, Assignors shall execute and deliver to Assignee 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 Business Marks to Assignee, or any assignee or successor thereto.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.
6. With respect to any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (each, a "Proceeding"), each party hereto irrevocably (a) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any New York State court sitting in New York City and (b) waives any objection that it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such party; provided, however, that such consent to jurisdiction is for the purpose referred to herein and shall not be deemed to be a general submission to the jurisdiction of such courts or any other courts for purposes outside of the scope of any Proceeding. Process in any Proceeding referred to in the preceding sentence may be served on any party in the country in which such party has its principal place of business; provided, that such process to be served to Licensor must be made in compliance with the Hague Convention.
7. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignors have executed or caused this Agreement to be executed as of the date first written above.

ASSIGNORS:

POPPILU INC.

By: Melanie Kahn

Name: Melanie Kahn

Title: Chief Executive Officer

Melanie Kahn

Melanie Kahn, individually

IN WITNESS WHEREOF, Assignee has executed or caused this Agreement to be executed as of the date first written above.

AMERICAN BEVERAGE CORPORATION

By: Robert Mortati  
Name: Robert Mortati  
Title: President and Chief Executive Officer

**SCHEDULE A**

**Business Marks**

Application or Registration #	Owner	Mark	Goods/Services	File Date	Grant Date	Country
5469094	Poppilu Inc.	BOLD ON CITRUS NOT ON SUGAR	Fruit juice beverages; Fruit-based beverages; Fruit-flavored beverages	October 11, 2017	May 15, 2018	USA
5352118	Poppilu Inc.	POPPILU	Fruit juice beverages; Fruit-based beverages; Fruit-flavored beverages	March 11, 2017	December 5, 2017	USA ()

IP Record	IP Class/Classification	Registration Date	IP Jurisdiction
China Q1 cn 1	<u>POPPILU</u> Registration number: 32757021 Application number: 32757021-32	China Registered Last Status Received: Registered Office Status: 商标转让 - 核准证明 打印发送 - 结束 Filed: August 8, 2018 Registered: June 21, 2019 Expiration Date: June 20, 2029	Int'l Class: 32 (Int'l Class: 32) Fruit juice beverages; fruit-based beverages; fruit-flavored beverages
WIPO Q1 wo 2	<u>POPPILU</u> Registration number: 1373816	International Registered Last Status Received: Registered, December 11, 2018 Registered: October 11, 2017 Expiration Date: October 11, 2027	Int'l Class: 32 (Int'l Class: 32) Fruit juice beverages; fruit-based beverages; fruit-flavored beverages.

Domain Name	Owner	Registration Date (Created)
Poppilu.com	Melanie Kahn	December 29, 2016
Drinkpoppilu.com	Melanie Kahn	April 27, 2020

**BOLD ON FLAVOR, NOT ON SUGAR™**

**Bold & Tangy Lemonade™**

