

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIVE SODA LLC		11/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BETTER BOOCH, INC.		
Street Address:	2538 E. 53rd Street		
City:	Huntington Park		
State/Country:	CALIFORNIA		
Postal Code:	90255		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85785788	LIVE SODA	
Serial Number:	97497652	LIVE+	
Serial Number:	85785808	BE WELL. DRINK LIVE	
Serial Number:	86809311	LIVE	
CORRESPONDENCE DATA			
Fax Number:	2146926255		
<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:	2146926200		
Email:	wptrademarks@wickphillips.com		
Correspondent Name:	Brett Pinkus		
Address Line 1:	3131 MCKINNEY AVENUE, SUITE 500		
Address Line 4:	Dallas, TEXAS 75204		
NAME OF SUBMITTER:	Brett Pinkus		
SIGNATURE:	/Brett Pinkus/		
DATE SIGNED:	11/14/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”), dated as of November 13, 2023, is made by **LIVE SODA LLC**, a Delaware limited liability company (“**Assignor**”), in favor of **BETTER BOOCH, INC.**, a Delaware corporation (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of November 13, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, the entire right, title, and interest in and to the following:

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

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all common law rights and all domestic, foreign, and international registration rights for trademarks and service marks which may be conferred by the United States Patent and Trademark Office, foreign national trademark offices, and international trademark offices;

(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 on or after the date hereof, including all rights to sue on such claims and to recover, collect and retain damages, costs, attorneys’ fees, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default,

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the issuing authority for any foreign national trademark offices and international trademark offices to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Authorization to Issue to Assignor. Assignor authorizes and request authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the issuing authority for any foreign national trademark offices and international trademark offices to issue any and all trademarks granted on the Assigned Trademarks to the Assignee.

4. 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 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 Trademark Assignment.

5. 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.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

LIVE SODA, LLC

DocuSigned by:
By William R. Patterson
3800BB4D99344CC...

Name: William R. Patterson

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

BETTER BOOCH, INC.

By _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

LIVE SODA LLC

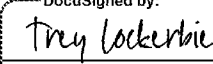
By _____

Name: William R. Patterson

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:


BETTER BOOCH, INC.

By DocuSigned by:
 _____
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Name: Donald B. Lockerbie, III

Title: Chief Executive Officer

SCHEDULE 1

Trademark	Filed	Serial No.	Reg. No.	Registered
LIVE SODA	11/21/2012	85785788	4664230	12/30/2014
LIVE +	07/11/2022	97497652	--	--
BE WELL. DRINK LIVE	11/21/2012	85785808	4769064	07/07/2015
LIVE 	11/04/2015	86809311	4988239	06/28/2016

[Schedule 1]