

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM857008

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrectly recorded execution date, which should read May 16, 2021 previously recorded on Reel 007500 Frame 0439. Assignor(s) hereby confirms the assignment of trademarks from CMG Partners, Inc. to Live Zola LLC.
RESUBMIT DOCUMENT ID:	900806383

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMG PARTNERS, INC.		05/16/2021	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
Serial Number:	77724145	DRINK ZOLA. LIVE BETTER.
Serial Number:	78651120	ZOLA
Serial Number:	85511666	COCO-HYDRATION
Serial Number:	85614361	ZOLA FRUITS OF THE WORLD
Serial Number:	86446503	ZOLA
Serial Number:	86446522	ZOLA FRUITS OF THE WORLD
Serial Number:	87039929	LIVE ZOLA
Serial Number:	87278585	ZOLA
Serial Number:	87278621	
Serial Number:	87349888	LIVE ZOLA!

CORRESPONDENCE DATA

Fax Number: 4124545060

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.

Phone: 412-454-5033

Email: victoria.summerfield@troutman.com

Correspondent Name: Victoria D. Summerfield
Address Line 1: 501 Grant Street, Suite 300
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 147411.000034

NAME OF SUBMITTER: Victoria D. Summerfield

SIGNATURE: /vds/

DATE SIGNED: 11/29/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689300

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

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