

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI6664

| | | | |
|-----------------------------------|--|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Golden Fleece Beverages, Inc. | | 08/21/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Planting Hope Brands, LLC | | |
| Street Address: | 4710 N. Sheridan Road | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60640 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3498428 | ARGO | |
| Registration Number: | 3498430 | ARGO TEA | |
| Registration Number: | 3711428 | CAROLINA HONEY | |
| Registration Number: | 3598240 | CHARITEA | |
| Registration Number: | 3539708 | | |
| Registration Number: | 3672569 | GREEN TEA GINGER TWIST | |
| Registration Number: | 3711457 | HIBISCUS STEAMER | |
| Registration Number: | 3856138 | LOYALTEA | |
| Registration Number: | 4808866 | MANGO MATECCINO | |
| Registration Number: | 4346452 | MOJITEA | |
| Registration Number: | 4346073 | PUMPKIN CHAI | |
| Registration Number: | 4346454 | RED VELVET | |
| Registration Number: | 3065190 | SMOOTEA | |
| Registration Number: | 4104572 | TEA + INGREDIENTS WITH PURPOSE | |
| Registration Number: | 3704624 | TEA SANGRIA | |
| Registration Number: | 3704625 | TEA SPARKLE | |
| Registration Number: | 3704622 | TEA SQUEEZE | |
| Registration Number: | 4299388 | TEAMOSA | |
| Registration Number: | 4813386 | TEA-ÑA COLADA | |

CH \$590.00.00 3498428

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 4546888 | TEAPPUCCINO |
| Registration Number: | 3711430 | VALENTEA PASSION |
| Registration Number: | 3869064 | WHITE FROSTEA |
| Registration Number: | 3711431 | WHITE TEA ACAI SQUEEZE |

CORRESPONDENCE DATA

Fax Number: 3146673633
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: 3145526000
Email: trademarks@thompsoncoburn.com
Correspondent Name: Mr. Matthew J. Himich
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 69562-215370 |
| NAME OF SUBMITTER: | LORI DILLON |
| SIGNATURE: | LORI DILLON |
| DATE SIGNED: | 02/06/2024 |

Total Attachments: 4

source=TRADEMARK ASSIGNMENT AGREEMENT (Argo).docx#page1.tif
source=TRADEMARK ASSIGNMENT AGREEMENT (Argo).docx#page2.tif
source=TRADEMARK ASSIGNMENT AGREEMENT (Argo).docx#page3.tif
source=TRADEMARK ASSIGNMENT AGREEMENT (Argo).docx#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated effective as of August 21, 2023, is made by Golden Fleece Beverages, Inc., a Delaware corporation ("Seller"), in favor of Planting Hope Brands, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of August 21, 2023 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned 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 and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following: (a) the trademark registrations and trademark 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; (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 Trademark Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. This Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force

and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

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

GOLDEN FLEECE BEVERAGES, INC.

DocuSigned by:
By: Gerald Muizelaar
Name: Gerald Muizelaar
Title: President

SCHEDULE 1

Assigned TrademarksTrademark Registrations

| Country | Trademark Name | App. Ser. No. | Filing Date | Reg. no. | Grant Date |
|--------------------------|------------------------|---------------|-------------|-----------|-------------|
| United States of America | ARGO | 77373439 | 16-Jan-08 | 3498428 | 9-Sep-08 |
| Lebanon | ARGO | 4366 | 15-May-12 | 143044 | 21-May-2012 |
| Qatar | ARGO | 75439 | 18-Jun-12 | 75439 | 28-Oct-14 |
| United Arab Emirates | ARGO (word) | 171813 | 9-Apr-12 | 171813 | 19-Nov-13 |
| Saudi Arabia | ARGO (word) | 181511 | 30-Apr-12 | 1441/11 | 15-May-13 |
| Int'l Registration | ARGO (word) | A0039311 | 15-Nov-13 | 1186822 | 15-Nov-13 |
| United States of America | ARGO TEA | 77373558 | 16-Jan-08 | 3498430 | 09-Sep-08 |
| Canada | ARGO TEA | 1693376 | 11-Sep-14 | TMA980439 | |
| United Arab Emirates | ARGO TEA CAFÉ | 210438 | 23-Apr-14 | 210438 | 12-Oct-17 |
| United States of America | CAROLINA HONEY (word) | 77666406 | 09-Feb-09 | 3711428 | 17-Nov-09 |
| United States of America | CHARITEA | 77553770 | 22-Aug-08 | 3598240 | 31-Mar-09 |
| United States of America | DESIGN MARK (ARGO TEA) | 77375773 | 18-Jan-08 | 3539708 | 02-Dec-08 |
| United States of America | GREEN TEA GINGER TWIST | 77666568 | 09-Feb-09 | 3672569 | 25-Aug-09 |
| United States of America | HIBISCUS STEAMER | 77674361 | 20-Feb-09 | 3711457 | 17-Nov-09 |
| United States of America | LOYALTEA (word) | 77929396 | 05-Feb-10 | 3856138 | 05-Oct-10 |
| United States of America | MANGO MATECCINO (word) | 85747226 | 05-Oct-12 | 4808866 | 08-Sep-15 |
| United States of America | MOJITEA (word) | 85747125 | 05-Oct-12 | 4346452 | 04-Jun-13 |
| United States of America | PUMPKIN CHAI (word) | 85734181 | 20-Sep-12 | 4346073 | 04-Jun-13 |
| United States of America | RED VELVET (word) | 85747177 | 05-Oct-12 | 4346454 | 04-Jun-13 |

| | | | | | |
|--------------------------|---------------------------------------|----------|-----------|---------|-----------|
| United States of America | SMOOTEA | 78457650 | 27-Jul-04 | 3065190 | 07-Mar-06 |
| United States of America | TEA & INGREDIENTS WITH PURPOSE (word) | 85296485 | 15-Apr-11 | 4104572 | 29-Feb-12 |
| United States of America | TEA SANGRIA | 77666588 | 09-Feb-09 | 3704624 | 03-Nov-09 |
| United States of America | TEA SPARKLE | 77666597 | 09-Feb-09 | 3704625 | 03-Nov-09 |
| United States of America | TEA SQUEEZE | 77666352 | 09-Feb-09 | 3704622 | 03-Nov-09 |
| United States of America | TEAMOSA | 85660243 | 25-Jun-12 | 4299388 | 05-Mar-13 |
| United States of America | TEA-NA COLADA (word) | 86006930 | 10-Jul-13 | 4813386 | 15-Sep-15 |
| United States of America | TEAPPUCCINO (word) | 86070769 | 20-Sep-13 | 4546888 | 10-Jun-14 |
| United States of America | VALENTEA PASSION (word) | 77666479 | 09-Feb-09 | 3711430 | 17-Nov-09 |
| United States of America | WHITE FROSTEA (word) | 77666390 | 09-Feb-09 | 3869064 | 02-Nov-10 |
| United States of America | WHITE TEA ACAI SQUEEZE (word) | 77666530 | 09-Feb-09 | 3711431 | 17-Nov-09 |