OP \$40.00 1622784

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM348395

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/03/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S. J. MCCULLAGH, INC.		06/09/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GREAT BASIN BEVERAGE SOUTH, LLC	
Street Address:	5208 WEST IRVING STREET	
City:	BOISE	
State/Country:	IDAHO	
Postal Code:	83706-1210	
Entity Type:	LIMITED LIABILITY COMPANY: UTAH	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1622784	JUICEABLES

CORRESPONDENCE DATA

Fax Number: 2083671768

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: chuck@cptmc.com
Correspondent Name: Charles R. Clark
Address Line 1: P. O. BOX 842

Address Line 4: BOISE, IDAHO 83701-0842

ATTORNEY DOCKET NUMBER:	141415-151
NAME OF SUBMITTER:	Charles R. Clark
SIGNATURE:	/crcauthd/
DATE SIGNED:	07/17/2015

Total Attachments: 1

source=060915sjm_wee_assgnmt_gb#page1.tif

TRADEMARK REEL: 005579 FRAME: 0597

900331441

ASSIGNMENT OF MARK AND REGISTRATION

Assignment effective March 3, 2014 between S.J. McCullagh, Inc., a Delaware corporation, with an address of 245 Swan Street, Buffalo, NY 14204 ("Assignor"), and Great Basin Beverage South, LLC, a Utah limited liability company with an address of 5208 West Irving Street, Boise, Idaho 83706-1210 ("Assignee").

- 1.1. <u>Purchase and Sale Agreement</u>. The Assignor, as Seller, and Assignee, as Buyer, are parties to a Purchase and Sale Agreement dated February 28, 2014 ("Purchase and Sale Agreement"). Included in the Purchase and Sales agreement was the purchase of the Mark referred to in Section 1.2.
- 1.2. <u>Mark and Registration</u>. Assignor has adopted, used, is using, and owns a trademark, JUICEABLES ("Mark"), for which Assignor has a federal trademark registration in the United States Patent and Trademark Office, Registration No. 1,622,784, registered November 13, 1990 ("Registration").
- 1.3. <u>Assignment of Mark and Registration</u>. For value received, the Assignor assigns to Assignee all right, title, and interest in and to the Mark, together with the good will of the business symbolized by the Mark, and the Registration, along with the right to recover damages and profits for past infringement of such Mark and Registration.
- 1.4. <u>Representations and Warranties of the Assignor</u>. With respect to the Mark and Registration in accordance with the Purchase and Sale Agreement, the Assignor hereby represents to and covenants with the Assignee as follows:
 - 1.4.1. The Assignor is the owner in fee simple of the Mark.
 - 1.4.2. The Mark and Registration are free from all encumbrances.
- 1.5. <u>Certification of Authorization</u>. The officer who signs this Assignment certifies that the Assignment was duly authorized by the Board of Directors in accordance with the Bylaws and Articles of the Assignor and the laws applicable to the Assignor.

S.J. MCCULLAGH, INC.

Dated: レルリー, 2015

By: Warren E. Emblidge, Jr., Chairman

ASSIGNMENT OF MARK AND REGISTRATION- 1

TRADEMARK
REEL: 005579 FRAME: 0598

RECORDED: 07/17/2015