

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unique Beverages (USA), Inc.		06/27/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	8050678 Canada Inc.		
Street Address:	9670 Trans Canada Highway		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H4S 1V9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85470655	A BOTTLE FOR THE BETTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(312) 551-8300		
Email:	ipdocket@pfs-law.com		
Correspondent Name:	Scott Smilie/Patzik, Frank & Samotny Ltd		
Address Line 1:	200 S. Wacker Drive, Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Scott W. Smilie		
SIGNATURE:	/Scott W. Smilie/		
DATE SIGNED:	01/22/2019		
Total Attachments: 4			
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OP \$40.00 85470655

TRADEMARK ASSIGNMENT

EFFECTIVE AS OF JUNE 27, 2014

BETWEEN: UNIQUE BEVERAGES (USA), INC.
c/o Burns & Levinson LLP, 125 Summer Street, Boston, Massachusetts
02100

(hereinafter called "the Assignor")

AND: 8050678 CANADA INC.
1751 Richardson, Suite 3511, Montreal, Quebec H3K 1G6

(hereinafter called "the Assignee")

(The Assignor and the Assignee collectively called the "Parties").

WHEREAS the Assignor is the proprietor and registered owner of the intellectual property including, without limitation, the patents and/or patent applications set forth on Schedule 1 annexed hereto (the "Patents"), trademark registrations and/or trademark applications set forth on Schedule 2 annexed hereto (the "Trademarks"), as well as the goodwill of the business associated therewith and symbolized thereby, and all rights thereto, including but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore, having acquired same earlier this day from the Rising Beverage Company, LLC; and

WHEREAS the Assignor wishes to transfer and assign all rights, title and interest in the Patents, the Trademarks, and the goodwill and business related thereto, to the Assignee who wishes to accept such transfer, the whole pursuant to terms set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants, the Parties agree as follows:

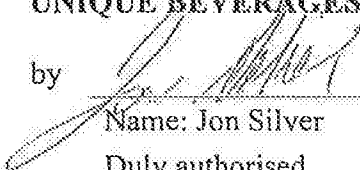
- 1) The Assignor hereby sells, transfers and assigns unto the Assignee all property, rights, benefits, title and interest in and to the Patents and the Trademarks together with the goodwill of the business related thereto.
- 2)
- 3) The Assignor further assigns to the Assignee the right to take part in any opposition or litigation related to the Patents or the Trademarks, whether already commenced or not, and to sue for past, present or future infringement and to recover and retain all damages and profits arising therefrom.
- 4) The Assignor further assigns to the Assignee all rights and benefits it holds in any contracts, agreements, licenses or engagements in any form whatsoever relating to the Patents and/or Trademarks.

- 5) The Assignor covenants and agrees not to contest or oppose the validity of this sale, assignment and transfer nor the validity or ownership of the Assignee to any Patent and/or Trademarks described hereunder.
- 6) The Assignor represents and warrants that:
 - i) it has not granted any rights or licenses to use or in any way exploit the Patents or Trademarks to any person;
 - ii) the Patents and Trademarks are in full force and effect;
 - iii) to the best of Assignor's knowledge, there is no claim of adverse ownership or invalidity or other opposition to or conflict with any of the Patents, the Trademarks nor of any claim against the Assignor relating to the Patents or the Trademarks; and
 - iv) it has no knowledge that the use of any of the Patents or the Trademarks breaches, violates, infringes or interferes with any rights of any person.
- 7) The Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which may be required to transfer all of the Assignor's rights, title and interest in and to the said Patents, Trademarks and/or the rights thereto to the Assignee, its successors and assigns.
- 8) This agreement and the assignment effected pursuant hereto shall be binding upon the Parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.
- 9) This agreement may be executed by the Parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be an original, but all of which, when taken together, shall constitute one and the same instrument

In Witness Whereof this agreement has been executed by the authorized representatives of the Parties as of the date first hereinabove set forth.

UNIQUE BEVERAGES (USA) INC.

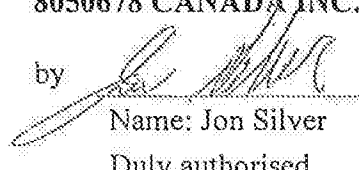
by


Name: Jon Silver

Duly authorised

8050678 CANADA INC.

by


Name: Jon Silver

Duly authorised

**SCHEDULE 2
TRADEMARKS**

Mark	CNTRY	Application #	File Date	Reg Date	Registration
LIFE AT 100%	US	85/488,445	12/06/2011		
WATERFULL	US	85/588,273	04/03/2012		
GET ACTIVATED	US	85/621,014	05/09/2012	08/13/2013	4,385,204
ACTIVATE TWIST	US	85/818,380	01/08/2013		
ACTIVATE TWIST	CA	1624155	04/25/2013		
ACTIVATE	CA	1629058	05/31/2013		
GET FRESH	US	85/934,096	05/16/2013		
ACTIVATE GET FRESH	US	85/934,093	05/16/2013		
ACTIVATE TWIST	AU	1582773	09/26/2013		
GET ACTIVATED	AU	1582772	09/26/2013		
ACTIVATE DRINKS	AU	1582771	09/26/2013		
ACTIVATE	AU	1582770	09/26/2013		
ACTIVATE	ZA	2013/26828	09/27/2013		
ACTIVATE DRINKS	ZA	2013/26829	09/27/2013		
ACTIVATE	ZA	2013/26836	09/27/2013		
ACTIVATE DRINKS	ZA	2013/26837	09/27/2013		
A BOTTLE FOR THE BETTER	US	85/470,655	11/11/2011	03/12/2013	4,300,042
A FRESH TWIST ON VITAMINS	US				
A TURN FOR THE BETTER	AU	1067473	11/30/2010	09/15/2011	1413340
A TURN FOR THE BETTER	BR	830853987	11/23/2010		
A TURN FOR THE BETTER	BR	830854045	11/23/2010		
A TURN FOR THE BETTER	CA	1,506,078	12/01/2010		
A TURN FOR THE BETTER	CN	N/A	11/30/2010	11/30/2010	G1067473
A TURN FOR THE BETTER	EU	1067473	11/30/2010	11/30/2010	1067473
A TURN FOR THE BETTER	HK	301771911	11/24/2010	11/14/2011	301771911
A TURN FOR THE BETTER	JP	N/A	11/30/2010		1067473
A TURN FOR THE BETTER	KR	N/A	11/30/2010		1067473
A TURN FOR THE BETTER	MX	1138982	12/01/2010		
A TURN FOR THE BETTER	MX	1138983	12/01/2010		
A TURN FOR THE BETTER	NZ	833639	06/02/2010	05/24/2011	833639
A TURN FOR THE BETTER	RU	N/A	11/30/2010	12/21/2011	1067473
A TURN FOR THE BETTER	SG	T1103000H	11/30/2010		1067473
A TURN FOR THE BETTER	US	85/053,262	06/02/2010	01/24/2012	4,091,745
A TURN FOR THE BETTER	WO			11/30/2010	1067473
ACTIVATE & Design	US	76/673,667	03/06/2007	07/22/2008	3,472,792
ACTIVATE	CA	1361941	08/31/2007	08/12/2009	TMA 745129
ACTIVATE	EU	009339409	08/27/2010		

Mark	CNTRY	Application No.	File Date	Reg Date	Registration #
ACTIVATE	EU	008507411	08/25/2009		
ACTIVATE	EU	008507428	08/25/2009		
ACTIVATE BY THE RISING BEVERAGE COMPANY LLC	EU	009339383	08/27/2010		
ACTIVATE	US	77/780,596	07/14/2009	04/26/2011	3,951,514
ACTIVATE	US	76/665,132	08/25/2006	10/28/2008	3,524,540
ACTIVATE & Design	CA	1361940	08/31/2007	08/12/2009	TMA 745143
ACTIVATE DRINKS	BR	830764690	09/20/2010		
ACTIVATE DRINKS	BR	830764666	09/20/2010		
ACTIVATE DRINKS	CA	1538781	08/08/2011	02/15/2013	843,507
ACTIVATE DRINKS	CA	1,480,388	05/10/2010		
ACTIVATE DRINKS	CN	A0019469	04/14/2010		1037012
ACTIVATE DRINKS	EU	W01037012	05/20/2010		
ACTIVATE DRINKS	HK	301592596	04/20/2010	12/05/2011	301592596AA
ACTIVATE DRINKS	HK	301592596AB	04/20/2010	04/20/2010	301592596AB
ACTIVATE DRINKS	JP	A0019469	04/14/2010		
ACTIVATE DRINKS	KR	N/A	12/10/2010		1037012
ACTIVATE DRINKS	MX	1117349	09/03/2010	08/18/2011	1233717
ACTIVATE DRINKS	MX	1117348	09/03/2010	08/18/2011	1233716
ACTIVATE DRINKS	NZ	822565	04/15/2010	03/22/2010	822565
ACTIVATE DRINKS	RU	A0019469	04/14/2010		1037012
ACTIVATE DRINKS	SG	T1006424C	04/14/2010	07/28/2010	T1006424C
ACTIVATE DRINKS	US	77/965,266	03/22/2010	05/31/2011	3,971,602
ACTIVATE DRINKS	WO			04/14/2010	1037012
IT'S HID IN THE LID	US	77/216,197	06/26/2007	08/12/2008	3,485,956
PURE WATER NOTHING MORE	US	77/815,113	08/28/2009	03/15/2011	3,931,932

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