

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Limitless IP, LLC		01/21/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mott's LLP		
<b>Street Address:</b>	5301 Legacy Drive		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5217737	LIMITLESS HIGH DEFINITION COFFEE & TEA	
<b>Registration Number:</b>	5226976	LIMITLESS	
<b>Registration Number:</b>	5129880	LIMITLESS COFFEE	
<b>Registration Number:</b>	5714606	LIMITLESS	
<b>Registration Number:</b>	5718323	LIGHTLY CAFFEINATED SPARKLING WATER	
<b>Registration Number:</b>	5732419	LIMITLESS SPARKLING WATER	
<b>Registration Number:</b>	5217736	LIMITLESS COFFEE AND TEA	
<b>Registration Number:</b>	5715473		
<b>Registration Number:</b>	5732894		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8024882411		
<b>Email:</b>	amy.brosius@kdrp.com		
<b>Correspondent Name:</b>	Amy Brosius		
<b>Address Line 1:</b>	5 Pilgrim Park Road		
<b>Address Line 4:</b>	Waterbury, VERMONT 05676		
<b>NAME OF SUBMITTER:</b>	Amy L. Brosius		

CH \$240.00 5217737

<b>SIGNATURE:</b>	/Amy L. Brosius/
<b>DATE SIGNED:</b>	02/10/2020
<b>Total Attachments: 9</b> source=Executed - IP Assignment Agreement#page1.tif source=Executed - IP Assignment Agreement#page2.tif source=Executed - IP Assignment Agreement#page3.tif source=Executed - IP Assignment Agreement#page4.tif source=Executed - IP Assignment Agreement#page5.tif source=Executed - IP Assignment Agreement#page6.tif source=Executed - IP Assignment Agreement#page7.tif source=Executed - IP Assignment Agreement#page8.tif source=Executed - IP Assignment Agreement#page9.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 21, 2020, by and between LIMITLESS IP, LLC, a Delaware limited liability company (the “Assignor”) and MOTT’S LLP, a Delaware limited liability partnership (the “Assignee”).

WHEREAS, Assignor is the owner of and holds proprietary rights to certain Intellectual Property; and

WHEREAS, the parties have agreed that Assignor, in connection with a certain transaction in which Assignee will acquire certain assets of Limitless Coffee, LLC, a Delaware limited liability company and member of Assignor, shall transfer and assign all of the right, title, and interest in Assignor’s Intellectual Property to Assignee in accordance with the terms, conditions, and provisions as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby contributes, grants, sells, conveys, transfers, assigns, releases, and delivers to Assignee, its successors, assigns, and legal representatives, any and all right, title, and interest Assignor has in or to Assignor’s Intellectual Property, including without limitation all common law rights, rights acquired through license or assignment, state law rights, rights in foreign nations, all registrations and applications for registration thereof, in all states, nations, communities, and regions worldwide, and all goodwill associated therewith, together with all liabilities, duties and obligations relating to such Intellectual Property, all rights to file applications directed to and obtain and maintain registrations for such Intellectual Property worldwide, and all rights to bring actions and recover damages for any and all past, present and future infringements of such Intellectual Property, in any and all jurisdictions throughout the world, including all rights as opponents in any opposition. The foregoing assignment is made by Assignor to Assignee with express acknowledgement and approval by Limitless Coffee, LLC.

2. Further Assurances. Assignor agrees to cooperate with Assignee upon Assignee’s request, and for no additional consideration, to perfect, record, and otherwise document Assignee’s rights to the Intellectual Property and associated goodwill, and all registrations and applications for registrations thereof throughout the world, including without limitation executing such separate assignments, certifications, and other documents as Assignee may reasonably deem necessary or desirable in maintaining such rights, filing, prosecuting or maintaining any registrations or applications, and recording and otherwise perfecting and enforcing Assignee’s rights and title hereunder. To the extent any separate assignments are executed and/or recorded in connection with any registration or application, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described herein and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the

maximum possible rights, title and interest are assigned and transferred to Assignee.

3. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns.

4. Amendments. This Agreement may not be amended or revised except by a writing signed by Assignor and Assignee.

5. Provisions Severable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

7. Governing Law. The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to any conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any other jurisdiction other than the State of Delaware.

8. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Copyrights” means mask works, rights of publicity and privacy, and copyrights in works of authorship of any type, including Software, registrations and applications for registration thereof throughout the world, all rights therein provided by international treaties and conventions, all moral and common law rights thereto, and all other rights associated with any of the foregoing.

“Intellectual Property” means all (a) Trade Secrets, (b) Patents, (c) Trademarks, (d) Copyrights, (e) Software, (f) copies and tangible embodiments of all the foregoing, in whatever form or medium, (g) rights to obtain and rights to apply for Patents, and to register Trademarks and Copyrights, (h) rights under the license agreements and under any licenses, registered user agreements, technology or materials, transfer agreements, and other agreements or instruments with respect to items in (a) through (g) above; and (i) rights to sue and recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the rights described above. Intellectual Property shall also mean all know-how or other proprietary information, customer lists, technical information, process technology, plans, drawings, pricing or costing methodologies and all rights in internet websites and domain names. The term “Intellectual Property” shall also include, but is not be limited to, those items described in Exhibit A, which may be amended from time to time.

“Patents” means United States, foreign and international patents, patent applications and statutory invention registrations, including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all rights therein provided by international treaties and conventions and all other rights associated with any of the foregoing.

“Software” means any and all (a) computer programs, software code, subroutines, and interfaces, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, and whether or not embedded in hardware; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; (d) the technology supporting any internet site(s), and (e) all documentation, including user manuals and training materials, relating to any of the foregoing

“Trademarks” means trademarks, service marks, trade dress, logos, trade names, corporate names, URL addresses, domain names and symbols, slogans and other indicia of source or origin, including the goodwill of the business symbolized thereby or associated therewith, common law rights thereto, registrations and applications for registration thereof throughout the world, all rights therein provided by international treaties and conventions, and all other rights associated therewith.

“Trade Secrets” means trade secrets, know-how and other confidential or proprietary technical, business and other information, including manufacturing and production processes and techniques, business methods, research and development information, technology, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information, and all rights in any jurisdiction to limit the use or disclosure thereof.

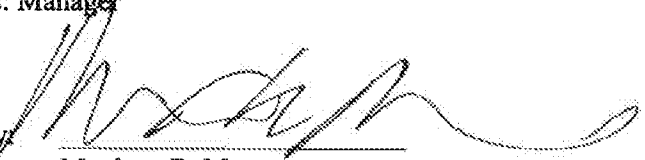
*[Space intentionally left blank; signatures on following page]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

**ASSIGNOR:**

LIMITLESS IP, LLC

By: Limitless Management, LLC  
Its: Manager

By:   
Name: Matthew R. Matros  
Title: Manager

**ASSIGNEE:**

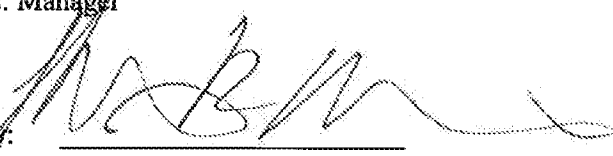
MOTT'S LLP

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

LIMITLESS COFFEE, LLC

By: Limitless Management, LLC  
Its: Manager

By:   
Name: Matthew R. Matros  
Title: Manager

*[Signature Page to IP Assignment]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

**ASSIGNOR:**

LIMITLESS IP, LLC

By: Limitless Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Matthew R. Matros  
Title: Manager

**ASSIGNEE:**

MOTT'S, LLP

By: Andrew Springate  
Name: Andrew Springate  
Title: Chief Marketing Officer

**ACKNOWLEDGED:**

LIMITLESS COFFEE, LLC

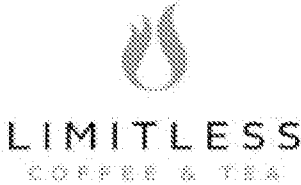


By: Limitless Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Matthew R. Matros  
Title: Manager

**EXHIBIT A**

**EXHIBIT A**

Trademarks

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
LIMITLESS HIGH DEFINITION COFFEE AND TEA	United States	5217737	6/6/2017
LIMITLESS	United States	5226976	6/20/2017
LIMITLESS COFFEE	United States	5129880	12/24/2017
LIMITLESS	United States	5714606	4/2/2019
LIGHTLY CAFFEINATED SPARKLING WATER	United States	5718323 (Supplemental)	4/2/2019
LIMITLESS SPARKLING WATER	United States	5732419	4/23/2019
	United States	5217736	6/6/2017
	United States	5715473	4/2/2019
	United States	5732894	4/23/2019

Assumed Names

<b>Assumed Name</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Limitless Lightly Caffeinated Water	California	FBNF2019-10217	12/18/2019
	Delaware	604214	10/29/2019
	Illinois	05634075	10/30/2019
	New York	20191125020	11/25/2019



Limitless Clean Caffeine	California	FBNF2019-10217	12/18/2019
	Delaware	604211	10/29/2019
	Illinois	05634075	10/30/2019
	New York	20191125021	11/25/2019
Drink Limitless	California	FBNF2019-10217	12/18/2019
	Delaware	604210	10/29/2019
	Illinois	05634075	10/30/2019
	New York	20191125022	11/25/2019
Limitless Brands	California	FBNF2019-10217	12/18/2019
	Delaware	604213	10/29/2019
	Illinois	05634075	10/30/2019
	New York	20191125002	11/25/2019
Limitless Sparkling	California	FBNF2019-10217	12/18/2019
	Delaware	604212	10/29/2019
	Illinois	05634075	10/30/2019
	New York	20191125003	11/25/2019
Limitless Sparkling Water	California	FBNF2019-10217	12/18/2019
	Delaware	604209	10/29/2019
	Illinois	05634075	10/30/2019
	New York	20191125004	11/25/2019

Social Media Accounts

- @limitlessofficial (Instagram)
- @limitlesscoffee (Instagram)
- @drinklimitless (Instagram)
- @drinklimitless (Twitter)
- @limitlessbrands (Instagram)
- Limitlessofficial (Facebook)
- @drinklimitless (Pinterest)
- @drinklimitless (Tiktok)

Domain Names

Domain Name	Status	Expiration Date
ahasparkling.com	Active	2020-09-07 UTC
ahasparklingwater.com	Active	2020-09-07 UTC
buylimitlesscoffee.com	Active	2020-07-03 UTC
caffeinemeetclean.com	Active	2020-03-21 UTC
caffeinemeetsclean.com	Active	2020-03-21 UTC
coffeetop10.com	Active	2020-06-09 UTC
drink-limitless.com	Active	2019-11-29 UTC
drinklimitless.com	Active	2020-01-09 UTC
limitless-brands.com	Active	2020-11-02 UTC
limitless-coffee.com	Active	2020-01-25 UTC

limitless-world.com	Active	2019-11-12 UTC
limitless.coffee	Active	2020-07-01 UTC
limitlessbevs.com	Active	2019-11-12 UTC
limitlesscafe.com	Active	2019-11-29 UTC
limitlesscaffeine.com	Active	2020-06-25 UTC
limitlesscleancaffeine.com	Active	2020-06-25 UTC
limitlesscleancoffee.com	Active	2020-04-28 UTC
limitlesscleanjuice.com	Active	2020-04-28 UTC
limitlesscleantea.com	Active	2020-04-28 UTC
limitlesscoffee.com	Active	2020-01-19 UTC
limitlesscoffeeandtea.com	Active	2020-01-25 UTC
limitlesscoffeetea.com	Active	2020-01-25 UTC
limitlessdrinks.com	Active	2019-11-12 UTC
limitlesshighdef.com	Active	2020-01-25 UTC
limitlesshighdefcoffee.com	Active	2020-01-25 UTC
limitlesshighdefinition.com	Active	2020-01-25 UTC
limitlesshighdefinitioncoffee.com	Active	2020-01-25 UTC
limitlesslattes.com	Active	2019-11-12 UTC
limitlesslowtoxin.com	Active	2019-10-07 UTC
limitlesspure.com	Active	2020-04-22 UTC
limitlesspurely.com	Active	2020-04-22 UTC
limitlesswaters.com	Active	2019-11-12 UTC
live-limitlessly.com	Active	2020-08-13 UTC
purelylimitless.com	Active	2020-04-22 UTC
shoplimitlesscoffee.com	Active	2020-07-03 UTC
you-limitless.com	Active	2019-11-29 UTC
youarelimitless.com	Active	2020-09-06 UTC

**Copyrights**

Unregistered copyrights – label graphics and website content

**Contributed Licenses**

None.

**Formulations and Recipes**

See attached for the following recipes:

1. Sparkling Water
  - a. Grapefruit Hibiscus
  - b. Lemon Lime
  - c. Blood Orange
  - d. Cucumber Pear
  - e. Watermelon

- f. Ginger Mint
  - g. Strawberry Basil
  - h. Lemonade Iced Tea
2. Cold Brew Coffee
- a. Original
  - b. Vanilla
  - c. Salted Caramel
  - d. Mocha
  - e. Whiskey Oak
  - f. Lavender
3. Matcha Green Tea
- a. Unsweetened
  - b. Sweet Mint
  - c. Sweetened