

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evan Cole		10/01/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	H.D. Buttercup, L.P.		
Street Address:	3225 Helms Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90034-3209		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5623036	H.D. BUTTERCUP	
Registration Number:	3335683	H.D. BUTTERCUP	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-549-4195		
Email:	cnye@reedsmith.com		
Correspondent Name:	Peter A. Emmi, Reed Smith LLP		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Peter A. Emmi		
SIGNATURE:	/Peter A. Emmi/		
DATE SIGNED:	10/01/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of October 1, 2021, by and between Evan Cole ("Assignor") and H.D. Buttercup, L.P., a Texas limited partnership ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof and between Coco Republic US, LLC, Coco Republic, Inc., Assignee, and Assignor (the "Purchase Agreement"), pursuant to which Assignee will transfer, sell and convey to Coco Republic US, LLC certain assets of Assignee, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

The License Agreement, dated August 29, 2016 (the "License Agreement"), between Assignor and Assignee is hereby terminated. Neither party to the License Agreement has any further rights, obligations, or liabilities under the License Agreement.

Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.


ASSIGNOR: EVAN COLE

DocuSigned by:

7CD53F07568340B...
Evan Cole

ASSIGNEE: H.D. BUTTERCUP, L.P.

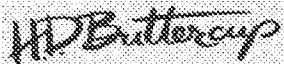
By: E.C. Properties Inc., its General Partner

DocuSigned by:

By 7CD53F07568340B...
Name: Evan Cole
Title: President


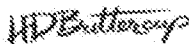
Signature page to Trademark Assignment

Exhibit AMarks

U.S. Trademarks

<i>Mark</i>	<i>Application Date</i>	<i>Application/Registration No.</i>	<i>Registration Date</i>	<i>Status/Status Date</i>
H.D. BUTTERCUP (Stylized) 	Jul. 16, 2015	5623036	December 4, 2018	Registered, December 4, 2018
H.D. BUTTERCUP	Dec. 16, 2004	3335683	November 13, 2007	Renewed, November 24, 2018

Hong Kong Trademarks

<i>Mark</i>	<i>Application Date</i>	<i>Application/Registration No.</i>	<i>Registration Date</i>	<i>Status/Status Date</i>
H.D. BUTTERCUP A  B 	July 15, 2015	303472010	March 4, 2016	Registered, March 4, 2016
H.D. BUTTERCUP	July 15, 2015	303472029	March 4, 2016	Registered, March 4, 2016