

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM682065

<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>
Gruvi, Inc,		05/17/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spirit Free Beverages Co.		
<b>Street Address:</b>	2601 Blake Street		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4379119	GRUVI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	MARC ELZWEIG		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	9950/1136		
<b>NAME OF SUBMITTER:</b>	MARC ELZWEIG		
<b>SIGNATURE:</b>	/MARC ELZWEIG/		
<b>DATE SIGNED:</b>	10/18/2021		
<b>Total Attachments: 2</b>			
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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), effective May 17, 2021, is made and entered into by and between Gruvi, Inc, a New York Corporation located at 3856 Bronx Boulevard, Unit 12A, Bronx, New York 10467 ("Assignor"), and Spirit Free Beverages Co., a Delaware Corporation located at 2601 Blake Street, Denver, Colorado 803205 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner or registrant of record of U.S. Trademark Registration No. 4,379,119 for the mark "GRUVI" (stylized design) (the "Purchased Trademark"); and

WHEREAS, Assignor and Assignee entered into that certain Trademark Acquisition Agreement, dated as of May 17, 2021 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Purchased Trademark from Assignor.

NOW THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Trademark, together with the goodwill symbolized thereby and including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States to record this Assignment.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**GRUVI, INC.**

By:  \_\_\_\_\_

Name: Bert Benjamin

Title: CEO/President