

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Extraction Ventures, Inc.		01/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Javo Beverage Company, Inc.		
Street Address:	1311 Specialty Drive		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5723537	NANOWAVE	
Registration Number:	5418807	PRESSUREWAVE	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	12028427800		
Email:	trademarks@cooley.com		
Correspondent Name:	John Paul Oleksiuk		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	317747-201		
NAME OF SUBMITTER:	Grace Linker		
SIGNATURE:	/Grace Linker/		
DATE SIGNED:	01/18/2022		
Total Attachments: 8			
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page1.tif			
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page2.tif			
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page3.tif			

CH \$65.00 5723537

source=FINAL (Executed) Trademark Assignment Agreement - Javo#page4.tif
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page5.tif
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page6.tif
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page7.tif
source=FINAL (Executed) Trademark Assignment Agreement - Javo#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This agreement to assign certain trademarks (this "**Trademark Assignment Agreement**") dated January 14, 2022 (the "**Effective Date**") is made by and among California Extraction Ventures, Inc. ("**CEV**"), a Delaware corporation, and Javo Beverage Company, Inc. ("**Javo**"), a Delaware Corporation, on the other hand (each a "**Party**" and collectively the "**Parties**").

WHEREAS, CEV and affiliated individuals Stephen Corey and Kurt Toney (together, the "**CEV Parties**") wish to assign, and Javo wishes to accept, all right, title and interest in and to the trademarks and those applications and registrations listed on Schedule A attached hereto (the "**Marks**").

NOW, THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. **Conveyance.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CEV hereby assigns, transfers, and conveys to Javo all of its rights, title, and interest, in and to the Marks and all goodwill associated therewith, together with the right to recover for damages and profits and all other remedies for past infringements thereof.
2. **Recordation of Assignment and Further Assurances.** This Trademark Assignment Agreement may be publicly recorded with the U.S. Patent Office. If requested by Javo, then CEV will cooperate by signing and delivering any other documents to Javo that Javo considers desirable to evidence the assignment of the Marks at Schedule A. CEV further agrees that, when requested, they will in good faith, without charge to Javo but at the CEV Parties' expense, sign all papers, take all rightful oaths, communicate to Javo all known facts relating thereto and the history thereof, and do all acts which may be reasonably necessary, desirable or convenient for vesting title to the Marks in Javo, its successors, assigns, legal representatives or nominees, and enabling Javo to make such filings, recordations and related submissions in various jurisdictions around the world to reflect the assignment of the Marks to Javo.
3. **Representations and Warranties.**
 - a. CEV represents and warrants that it has full right, power and authority to enter into this Trademark Assignment Agreement, to perform all of its obligations hereunder, to consummate all of the transactions contemplated herein, and that CEV is the sole owner of and authorized to assign the Marks.
 - b. CEV represents and warrants that the CEV Parties do not own any other trademarks containing the terms PRESSUREWAVE or NANOWAVE, or that are confusingly similar to the terms PRESSUREWAVE or NANOWAVE anywhere worldwide.
 - c. CEV represents and warrants that the transfer of the Marks by CEV to Javo shall be free and clear of all liens, claims, or encumbrances. Javo does not and shall not assume, or in any manner become liable for, any liabilities or obligations of CEV whatsoever in connection with this Trademark Assignment Agreement, which liabilities shall remain the sole and exclusive responsibility of CEV and shall be timely discharged by CEV.
 - d. CEV represents and warrants that the CEV Parties do not currently know of and have no reason to know of any third party claim to any right, title, or use of the Marks;
 - e. CEV represents and warrants that the CEV Parties will not execute any agreement in conflict with this Trademark Assignment Agreement;
 - f. CEV represents and warrants that CEV has current, active, and non-expired registrations for the Marks.

- g. CEV represents and warrants that from and after the Effective Date, neither CEV nor any person or entity under its direction or control or acting in concert with it shall (i) attempt to use or register the Mark or any other terms that are similar to the Mark, including without limitation as a domain name or trademark, or as a metatag, keyword buy or other device that directs users to an Internet site, or (ii) interfere with, challenge or take any other action inconsistent with Javo's ownership, registration, and use of the Mark.
4. **Settlement Agreement; No Merger.** This Trademark Assignment Agreement is delivered pursuant to, and is subject to, all of the terms and conditions of, the Settlement Agreement between the CEV Parties and Javo. In the event of any inconsistency between the provisions of this Trademark Assignment Agreement and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail.
5. **Successors and Assigns.** This Trademark Assignment Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
6. **Counterparts; Electronic Signatures.** This Trademark Assignment Agreement may be executed in one or more counterparts, and by either of the Parties 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. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment Agreement. Each Party agrees that this Trademark Assignment Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Trademark Assignment Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

* * * *

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement effective as of the date first written above.

Assignor:

Calif _____ tures, Inc.
 By: Kurt B. Toney
 Name: Kurt Toney
 Title: CEO

Assignee:

Javo _____ Inc.
 By: Gerry Anderson
 Name: Gerry Anderson
 Title: CFO

Schedule A

Trademarks

PRESSUREWAVE (Registration No. 5418807)

NANOWAVE (Registration No. 5723537)

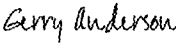
Certificate Of Completion

Envelope Id: E534CDEAB7264E06876BBDA055446714	Status: Completed
Subject: Please DocuSign: FINAL - Trademark Assignment Agreement - Javo _ CEV.pdf	
Client Number: 317747	
Matter Number: 202	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Brenda Danziger
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	101 California Street
	San Francisco, CA 94111
	bdanziger@cooley.com
	IP Address: 24.165.87.113

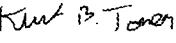
Record Tracking

Status: Original	Holder: Brenda Danziger	Location: DocuSign
1/14/2022 1:07:28 PM	bdanziger@cooley.com	

Signer Events

Signer Events	Signature	Timestamp
Gerry Anderson ganderson@javobeverage.com CFO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.227.190.171	Sent: 1/14/2022 1:14:05 PM Viewed: 1/14/2022 1:15:45 PM Signed: 1/14/2022 1:16:08 PM

Electronic Record and Signature Disclosure:
Accepted: 1/14/2022 1:15:45 PM
ID: e74154a3-b929-495d-b2b9-52ddf8d45b90

Kurt Toney kurttoneys@gmail.com CEO Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 76.167.97.117	Sent: 1/14/2022 1:14:06 PM Resent: 1/14/2022 2:07:00 PM Viewed: 1/14/2022 2:24:04 PM Signed: 1/14/2022 2:24:14 PM
---	---	--

Electronic Record and Signature Disclosure:
Accepted: 1/14/2022 2:24:04 PM
ID: cf3247b4-ebe2-4a06-a8e8-1b13c1cdca84

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
--------	-----------

Erin Trenda etrenda@cooley.com Security Level: Email, Account Authentication (None)	<div style="border: 1px dashed black; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 1/14/2022 1:14:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	1/14/2022 1:14:06 PM
Certified Delivered	Security Checked	1/14/2022 2:24:04 PM
Signing Complete	Security Checked	1/14/2022 2:24:14 PM
Completed	Security Checked	1/14/2022 2:24:14 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Cooley LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting Paper Copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you; you will be charged a per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing Your Consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of Changing Your Mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All Notices and Disclosures Will Be Sent to You Electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to Contact Cooley LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically please contact your primary Cooley attorney or the attorney who sent to you this DocuSign document for signature.

To Advise Cooley LLP of Your New E-Mail Address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must alert your primary Cooley attorney and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To Request Paper Copies from Cooley LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must contact your primary Cooley attorney and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To Withdraw Your Consent with Cooley LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. Decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. Send your primary Cooley attorney the request via email and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required Hardware and Software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging Your Access and Consent to Receive Materials Electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Cooley LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Cooley LLP during the course of my relationship with you.