

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803734

|   |  |  |                         |
|---|--|--|-------------------------|
| <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>      |
| Varni Brothers Corporation  |  | 04/17/2023                               | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |  |                         |
| <b>Name:</b>  | Baco Pty Ltd                                       |  |                         |
| <b>Street Address:</b>  | 4/242 Hawthorn Road                                |  |                         |
| <b>City:</b>  | Caulfield Victoria                                 |  |                         |
| <b>State/Country:</b>   | AUSTRALIA  |  |                         |
| <b>Postal Code:</b>   | 3161   |  |                         |
| <b>Entity Type:</b>   | limited company: AUSTRALIA                         |  |                         |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |  |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                         |
| <b>Registration Number:</b>   | 2712999  | NOAH'S                                   |                         |
| <b>Registration Number:</b>   | 1763157  | NOAH'S CALIFORNIA SPRING WATER FLOOD YOU |                         |
| <b>CORRESPONDENCE DATA</b>  |  |  |                         |
| <b>Fax Number:</b>  | 6462187665   |  |                         |
| <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>   | 6462187605   |  |                         |
| <b>Email:</b>   | nfriedma@hodgsonruss.com                           |  |                         |
| <b>Correspondent Name:</b>  | Neil B Friedman                                    |  |                         |
| <b>Address Line 1:</b>  | 605 Third Avenue, Suite 2300                       |  |                         |
| <b>Address Line 4:</b>  | New York, NEW YORK 10158                           |  |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1472   |  |                         |
| <b>NAME OF SUBMITTER:</b>   | Neil B Friedman                                    |  |                         |
| <b>SIGNATURE:</b>   | /Neil B Friedman/                                  |  |                         |
| <b>DATE SIGNED:</b>   | 04/17/2023   |  |                         |
| <b>Total Attachments: 4</b>   |  |  |                         |
| source=Assignment rev1#page1.tif  |  |  |                         |
| source=Assignment rev1#page2.tif  |  |  |                         |
| source=Assignment rev1#page3.tif  |  |  |                         |
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OP \$65.00 2712999

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment of Trademarks (this “*Assignment*”), is made as of April 17<sup>th</sup>, 2023 (the “*Effective Date*”), by and between Varni Brothers Corporation, a corporation organized under the laws of California, located at, 400 Hosmer Avenue, Modesto, California 95351 (“*Assignor*”), and Baco Pty Ltd, a limited company organized under the laws of Australia, located at 4/242 Hawthorn Road, Caulfield Victoria, Australia 3161 (“*Assignee*”, and collectively with the Assignor, the “*Parties*”).

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to the following: (i) all of Assignor’s trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each listed on Exhibit A, and (ii) and the right to sue for past, present and future infringement, dilution and damages therefor (all as presently existing or hereafter arising or acquired (collectively, the “*Trademark Rights*”).

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording that Assignee is the successor-in-interest of the entire right, title and interest in and to the Trademark Rights and that portion of Assignor’s business to which the Trademark Rights pertain and that Assignor has no further interest therein;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title, and interest in the Trademark Rights, the associated goodwill related thereto and that portion of Assignor’s business to which the Trademark Rights pertain. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee.

2. The Parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature

pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. The internal laws of the State of New York (without reference to its rules as to conflict of laws) will govern the interpretation and enforcement of this Assignment.

5. The term “including” and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of the Effective Date above.

Baco Pty Ltd

Varni Brothers Corporation

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

By: Michael Varni

Name: \_\_\_\_\_

Name: Mike Varni

Title: \_\_\_\_\_

Title: President / CEO

Date: \_\_\_\_\_

Date: 4/17/2023

pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.


4. The internal laws of the State of New York (without reference to its rules as to conflict of laws) will govern the interpretation and enforcement of this Assignment.

5. The term "including" and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of the Effective Date above.

Baco Pty Ltd

Vami Brothers Corporation

By: 

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

Name: MARK EPSTEIN

Name: \_\_\_\_\_


Title: MANAGING DIRECTOR

Title: \_\_\_\_\_

Date: 9<sup>th</sup> APRIL 2023

Date: \_\_\_\_\_

EXHIBIT A

| Registration No. | Mark  | Class |
|------------------|---|-------|
| 2,712,999        | NOAH'S  | 32    |
| 1,763,157        |  | 32    |