

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845799

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900806005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLR Roasters LLC		05/22/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	305 Coffee Roasters, LLC		
Street Address:	2141 NW 72nd St.		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33122		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87382356	CAFÉ LA RICA	
Serial Number:	85395249	JOSIE'S JAVA HOUSE	
Serial Number:	85038695	JAVA IMPACT	
Serial Number:	78593026	JAVALUTION COFFEE COMPANY	
Serial Number:	76560972	JAVAFIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	530-304-6922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Michael Berens		
Address Line 1:	9901 I.H. 10 West, Suite 800		
Address Line 2:	GEMCAP SOLUTIONS, LLC		
Address Line 4:	San Antonio, TEXAS 78230		
ATTORNEY DOCKET NUMBER:	2149235		
NAME OF SUBMITTER:	Michael Berens		
SIGNATURE:	/Michael Berens/		

DATE SIGNED:	10/13/2023
---------------------	------------

Total Attachments: 4
source=10a. CLR Roasters - Trademark Security Assignment#page1.tif
source=10a. CLR Roasters - Trademark Security Assignment#page2.tif
source=10a. CLR Roasters - Trademark Security Assignment#page3.tif
source=10a. CLR Roasters - Trademark Security Assignment#page4.tif

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of May 22, 2023 made by CLR ROASTERS LLC, a Florida limited liability company with a principal place of business located at 2141 NW 72nd St., Miami, FL 33122 ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of July 5, 2022 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to 305 Coffee Roasters, LLC, a Delaware LLC with offices at 2141 NW 72nd St., Miami, FL 33122 (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

CLR ROASTERS LLC

By: DocuSigned by:
Dave Briskie
Name: C99A6D5473C7425...
Dave Briskie
Title: President and CIO

[Signature Page – Trademark Security Assignment]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
87382356	CAFÉ LA RICA	Live	3.23.2017	10.17.2017	CLR Roasters LLC
85395249	JOSIE'S JAVA HOUSE	Live	8.11.2011	6.12.2012	CLR Roasters
85038695	JAVA IMPACT	Live	5.14.2010	5.7.2013	Youngevity Int'l
78593026	JAVALUTION COFFEE COMPANY	Live	5.23.2005	4.11.2006	Youngevity Int'l
76560972	JAVAFIT	Live	11.20.2003	5.17.2005	Youngevity Int'l