

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGENCY FOR THE PERFORMING ARTS, LLC d/b/a INDEPENDENT ARTIST GROUP		11/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Superjuice, LLC		
Street Address:	1035 Preswyck Way		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6364784	SUPERJUICE	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 1250		
Address Line 4:	NEW YORK, NEW YORK 10165		
NAME OF SUBMITTER:	Kimberly A. Klibert		
SIGNATURE:	/Kimberly A. Klibert/		
DATE SIGNED:	12/07/2023		
Total Attachments: 1			
source=Superjuice Asset Purchase Agreement - IAG (Exhibit A1)#page1.tif			

OP \$40.00 6364784



Exhibit A-1

ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment") is made and entered into as of November 30, 2023 (the "Effective Date"), by and between Independent Artist Group, LLC ("Assignor") and Superjuice, LLC ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Assignment Agreement dated November 6, 2023 (the "Agreement"), pursuant to which Assignor is selling and assigning to Assignee the Acquired Assets more particularly described in the Agreement. Unless otherwise defined in this Assignment, capitalized terms shall have the meanings given to them in the Agreement. Assignor is the owner of the Intangible Property, and pursuant to the terms of the Agreement, Assignor desires to assign Assignor's right, title, and interest in the Intangible Property to Assignee, and Assignee desires to accept the assignment and assume all of the obligations associated with the Intangible Property.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement and the mutual promises contained in the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. *Assignment of Intangible Property.* Assignor herein, as of the Effective Date, grants, transfers, assigns, sells, conveys, and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership, and all subsidiary rights in and to the Intangible Property including the Trademark, together with the registrations of and for the Trademark, and the goodwill of the Division business symbolized by and associated with the Trademark and registrations thereof, including, but not limited to, the following:

(a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark or its registrations or such associated goodwill; and

(b) the right to prosecute and secure registration in the Trademark in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Trademark shall be preserved and maintained or registered.

2. *Acceptance of Assignment and Obligations.* Assignee agrees to and accepts the assignment of the Intangible Property.

3. *Transfer of Ownership and Rights.* The Assignor has prepared and filed, or will within five (5) days after the Effective Date prepare and file, with the appropriate individuals or entities all forms and other documents reasonably requested by the Assignee or reasonably necessary to transfer the Trademark, the Domain Name, the Social Media and the associated rights to the Assignee (the "Filings").

4. All fees required to be paid in connection with any Filings shall be paid 50% by the Assignor and 50% by the Assignee, it being understood, however, that fees or expenses attributable to a Party's use of professionals, including but not limited to attorneys, tax or accounting professionals shall be borne exclusively by the Party utilizing such professional(s).

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNEE:

SUPERJUICE, LLC
Maggie Gallant
By: Maggie Isenberg
Its: CEO

ASSIGNOR:

AGENCY FOR THE PERFORMING ARTS, LLC
d/b/a INDEPENDENT ARTIST GROUP
[Signature]
By: *[Signature]*
Its: *[Signature]*