

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct Assignee Name		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABSOPURE WATER COMPANY, INC.		12/31/2015	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABSOPURE WATER COMPANY LLC		
<b>Street Address:</b>	8835 GENERAL DR.		
<b>City:</b>	PLYMOUTH		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48170		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 54</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86701485	ABSOPURE+	
<b>Serial Number:</b>	86701461	ABSOPURE	
<b>Serial Number:</b>	86648951	HEALTHY BUBBLES	
<b>Serial Number:</b>	85078344	SUSTAIN	
<b>Serial Number:</b>	85495711	PACKABLES	
<b>Serial Number:</b>	85368218	CRAVESTATION	
<b>Serial Number:</b>	85215951	FIBER2O	
<b>Serial Number:</b>	78286448	PINE VALLEY	
<b>Serial Number:</b>	78286447	PINE VALLEY	
<b>Serial Number:</b>	78219764	FRIDGE BOX	
<b>Serial Number:</b>	78214483	FRIDGE BOX	
<b>Serial Number:</b>	78175589	ABSOPURE THE HYDRATION DRINK	
<b>Serial Number:</b>	77875578	NATURE'S2O	
<b>Serial Number:</b>	77875553	NATURAL2O	
<b>Serial Number:</b>	77875507	ECO CLEAR	
<b>Serial Number:</b>	77875488	ECO NATURALE	
<b>Serial Number:</b>	77813512	EV20 WATER HAS EVOLVED	
<b>Serial Number:</b>	77557895	LUV2O	
<b>Serial Number:</b>	77557692	HEART2O	
<b>TRADEMARK</b>			

CH \$1365.00 86701485

Property Type	Number	Word Mark
Serial Number:	77867238	ECO2O
Serial Number:	77867193	CLEANFRESH
Serial Number:	76654030	VIGOR
Serial Number:	76685100	ECO-PAK
Serial Number:	76385708	HYDRATION TO GO
Serial Number:	76343921	ABSOPURE FOR LIFE
Serial Number:	76343117	HYDRATION FOR LIFE
Serial Number:	76292827	
Serial Number:	76078022	BUBBLING SPRINGS
Serial Number:	75557397	HYDRATION PACK
Serial Number:	75532796	SHORT SPORT
Serial Number:	75089640	COOL MIST
Serial Number:	75461753	ABSOPURE
Serial Number:	75464169	ABSOPURE
Serial Number:	75442768	HYDRATION STATION
Serial Number:	75089661	ARCTIC BREEZE
Serial Number:	74231833	SILVER SPRINGS
Serial Number:	74621255	THE CLEAN DRINK COMPANY
Serial Number:	74496259	ABSOCLEAR
Serial Number:	74496258	ABSOCLEAR
Serial Number:	74496257	ABSOCLEAR
Serial Number:	74083923	PINE VALLEY
Serial Number:	74083922	PINE VALLEY
Serial Number:	74015596	MERCI
Serial Number:	74268771	PARENTS' PRIDE
Serial Number:	74069966	THE HYDRATION DRINK
Serial Number:	74054778	ABSOPURE THE CLEAN DRINK
Serial Number:	74053950	FOR THE ONES YOU LOVE
Serial Number:	73629442	CRYSTILLED
Serial Number:	73715515	THE THINK DRINK
Serial Number:	73321754	CAP 10
Serial Number:	73401562	MONTREAUX
Serial Number:	73647918	A
Serial Number:	73475580	PLUS-8
Serial Number:	72000720	ABSOPURE

**CORRESPONDENCE DATA**

Fax Number: 2483583351

**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.**

**Phone:** 2483584400  
**Email:** trademarks@brookskushman.com  
**Correspondent Name:** Elizabeth F. Janda  
**Address Line 1:** 1000 TOWN CENTER, 22ND FLOOR  
**Address Line 2:** BROOKS KUSHMAN P.C.  
**Address Line 4:** SOUTHFIELD, MICHIGAN 48075

<b>NAME OF SUBMITTER:</b>	Elizabeth F. Janda
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<b>SIGNATURE:</b>	/elizabethfjanda/
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<b>DATE SIGNED:</b>	11/26/2018
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**Total Attachments: 7**

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Re: Trademark Assignment  
Reel: 006451 Frame: 0041

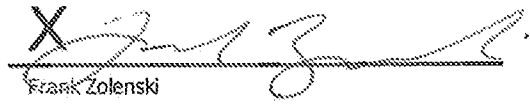
**AFFIDAVIT IN SUPPORT OF CORRECTIVE ASSIGNMENT**

I, Frank Zolenski, hereby declare the following:

I am Marketing Director for ABSOPURE WATER COMPANY LLC d/b/a ABSOPURE DIRECT LLC, and I have firsthand knowledge of the following facts:

1. An assignment effective December 31, 2015 and filed on October 5, 2018, Reel:006451/Frame:0041, reflects the incorrect receiving party data, ABSOPURE DIRECT LLC, instead of the changed name of that company, namely ABSOPURE WATER COMPANY LLC.
2. ABSOPURE DIRECT LLC changed its name to ABSOPURE WATER COMPANY LLC on December 28, 2015. A Trademark Assignment Change of Name document was filed for recordation through ETAS on October 5, 2018, the same filing date as the above-mentioned assignment.
3. Due to an oversight, the assignment receiving party name of ABSOPURE DIRECT LLC was not changed to reflect the new corporate name, but the entity is the same.
4. ABSOPURE DIRECT LLC remains a registered DBA of ABSOPURE WATER COMPANY LLC.
5. The correct updated receiving party of the property conveyed in original assignment should be ABSOPURE WATER COMPANY LLC.
6. A copy of the original assignment that corrects the receiving party, appropriately initialed and dated, is attached with this submission.

I declare under penalty of perjury that the foregoing to true and correct. Executed on November 20, 2018 in the city of Plymouth, Michigan.

  
Frank Zolenski  
On behalf of Absopure Water Company LLC

## Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into this 31<sup>st</sup> day of December 2015, by and between Absopure Water Company, Inc., a Michigan corporation ("Assignor"), and ~~Absopure Direct LLC~~, a Michigan limited liability, and wholly-owned subsidiary of Assignor ("Assignee"). Capitalized terms not otherwise defined herein, have the meanings specified in that certain Assignment, Assumption Agreement and Bill of Sale of even date herewith between Assignor and Assignee.

ABSOPURE WATER COMPANY LLC

### RECITALS

11-20-15  
A. Concurrent with the execution hereof, Assignor has assigned, conveyed and transferred to Assignee all of its right, title and interest in and to the Assigned IP including the registered trademarks and trademark applications listed on Schedule A attached hereto (the "Assigned Trademarks"), together with the goodwill associated with or otherwise symbolized by the Assigned Trademarks.

B. In connection with the assignment of the Assigned IP from Assignor to Assignee, the parties wish to execute this Trademark Assignment for purposes of: (1) evidencing the transfer of the Assigned Trademarks to Assignee and (2) recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee with the relevant United States governmental agency, including the United States Patent and Trademark Office, and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to (i) the Assigned Trademarks, (ii) the trademark registrations and applications for registration of trademarks for the Assigned Trademarks listed on Schedule A attached hereto, (iii) the goodwill of Assignor's business associated with or otherwise symbolized by the Assigned Trademarks, and (iv) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to such Assigned Trademarks.

2. **Acknowledgement.** Assignor acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. **Further Assurances.** Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

4. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. Delivery of an executed counterpart of this Assignment by facsimile, .pdf, .tif, .gif, .jpg or similar image (any such delivery, an "Electronic Delivery") sent via electronic mail shall be equally as effective and binding as delivery of an executed original counterpart and shall constitute a covenant to deliver an executed original counterpart, but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense.

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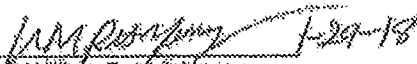
TRADEMARK  
REEL: 006451 FRAME: 0044

TRADEMARK  
REEL: 006512 FRAME: 0156

5. **Governing Law/Venue.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan without regard to Michigan's conflict of laws provisions. Each party to this Assignment shall bring any suit, action or proceeding in respect of any claim arising out of or related to this Assignment or the transactions contemplated hereby, whether in tort or contract or at law or in equity, exclusively in the federal or state court located in the State of Michigan (any such court, a "Chosen Court"). Each party hereby: (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives, to the fullest extent permitted by applicable law, any objection to laying venue in the Chosen Courts, and (iii) waives any objection that any Chosen Court is an inconvenient forum or does not have personal jurisdiction over any party.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the 31<sup>st</sup> day of December, 2015.

Absopure Water Company,  
a Michigan corporation

By:  1-29-18  
Name: William Patrick Young  
Title: \_\_\_\_\_

"Assignee"  
ABSOPURE WATER COMPANY LLC  
Absopure Direct LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: William C. Young  
Title: Manager

5. **Governing Law/Venue.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan without regard to Michigan's conflict of laws provisions. Each party to this Assignment shall bring any suit, action or proceeding in respect of any claim arising out of or related to this Assignment or the transactions contemplated hereby, whether in tort or contract or at law or in equity, exclusively in the federal or state court located in the State of Michigan (any such court, a "Chosen Court"). Each party hereby: (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives, to the fullest extent permitted by applicable law, any objection to laying venue in the Chosen Courts, and (iii) waives any objection that any Chosen Court is an inconvenient forum or does not have personal jurisdiction over any party.

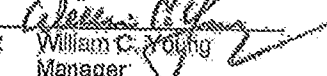
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the 31<sup>st</sup> day of December, 2016.

Absopure Water Company,  
a Michigan corporation

By: \_\_\_\_\_  
Name: William Patrick Young  
Title: \_\_\_\_\_

"Assignee"  
ABSOPURE WATER COMPANY LLC  
~~Absopure Direct LLC~~  
a Michigan limited liability company

*WJ* 11-20-18


By:   
Name: William C. Young  
Title: Manager

**Schedule 1**

US Trademarks:

Mark	Serial No.	Registration No.
ABSOPURE+	86701485	
ABSOPURE	86701461	
HEALTHY BUBBLES	86648951	
SUSTAIN	85078344	
PACKABLES	85495711	4411633
CRAVESTATION	85368218	4335509
FIBER20	85215951	4614066
PINE VALLEY	78286448	3032848
PINE VALLEY	78286447	3032847
FRIDGE BOX	78219764	3046750
FRIDGE BOX	78214483	2980196
ABSOPURE THE HYDRATION DRINK	78175589	2842922
NATURE'S2O	77875578	4444050
NATURAL2O	77875553	4495055
ECO CLEAR	77875507	4396444
ECO NATURALE	77875488	4396443
EV2O WATER HAS EVOLVED	77813512	4478344
LUV2O	77557895	4246214
HEART2O	77557692	4505532
ECO2O	77867238	4440448
CLEANFRESH	77867193	4392544



VIGOR	76654030	3392306
ECO-PAK	76685100	3890378
HYDRATION TO GO	76385708	2976892
ABSOPURE FOR LIFE	76343921	2971243
HYDRATION FOR LIFE	76343117	2967531
	76292827	2642346
BUBBLING SPRINGS	76078022	3042112
HYDRATION PACK	75557397	2797982
SHORT SPORT	75532796	2402561
COOL MIST	75089640	2133224
ABSOPURE	75461753	2240756
ABSOPURE	75464169	2221821
HYDRATION STATION	75442768	2843300
ARCTIC BREEZE	75089661	2455583
SILVER SPRINGS	74231833	2022709
THE CLEAN DRINK COMPANY	74621255	2186133
ABSOCLEAR	74496259	1897453
ABSOCLEAR	74496258	1882044
ABSOCLEAR	74496257	1880920
PINE VALLEY	74083923	1686634
PINE VALLEY	74083922	1694723
MERCI	74015596	1687294
PARENTS' PRIDE	74268771	1894679

THE HYDRATION DRINK	74069966	1705942
ABSOPURE THE CLEAN DRINK	74054778	1648288
FOR THE ONES YOU LOVE	74053950	1693437
CRYSTILLED	73629442	1442371
THE THINK DRINK	73715515	1550431
CAP 10	73321754	1343103
MONTREAUX	73401562	1301998
A	73647918	1488017
PLUS-8	73475580	1359561
ABSOPURE	72000720	0636021

Michigan Trademarks:

Mark	Number
COFFEE BREW	M52006
CRYSTILLED	M70007