

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511299

<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>
Red River Finance, LLC		02/21/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red River Tea Company		
<b>Street Address:</b>	13375 Branch View Lane		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4747695	TEAZZERS	
<b>Registration Number:</b>	4929069	TEAZZERS SQUEEZE	
<b>Registration Number:</b>	3769216	TEAZZERS	
<b>Registration Number:</b>	2309717	TEAZZERS	
<b>Registration Number:</b>	3228867	TEAZZERS FREEZZERS	
<b>Serial Number:</b>	88147098	TEAPOT	
<b>Registration Number:</b>	5347901	TEAZZERS	
<b>Serial Number:</b>	88000140	TEAZZERS SMARTBREW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2143676000		
<b>Email:</b>	kirby.drake@klemchuk.com		
<b>Correspondent Name:</b>	Kirby Drake		
<b>Address Line 1:</b>	8150 N Central Expressway 10th Fl		
<b>Address Line 4:</b>	Dallas, TEXAS 75206		
<b>NAME OF SUBMITTER:</b>	Kirby B. Drake		
<b>SIGNATURE:</b>	/Kirby B. Drake/		

OP \$215.00 4747695

<b>DATE SIGNED:</b>	02/24/2019
<b>Total Attachments: 3</b> source=scan1447#page1.tif source=scan1447#page2.tif source=scan1447#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between Red River Finance, LLC, a ~~Delaware~~ <sup>TEXAS</sup> Corporation ("Assignor") and Red River Tea Company, a Texas Corporation ("Assignee"), effective as of the last signature date below.

WITNESSETH

WHEREAS, Assignor has adopted the trademarks listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, in return for an assignment of the Marks, Assignee agrees to file and prosecute all applications associated with the Marks, maintain any subsequent registrations for them, and take over enforcing the Marks; and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto Assignee all of Assignor's right, title, and interest in and to the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof.

2. The Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designees the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, its successors, assigns, and legal representatives.

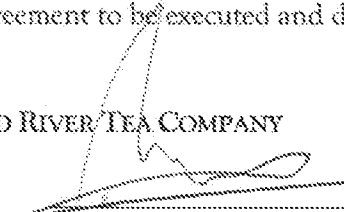
3. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

[ \* \* \* \* ]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed and delivered as of the date first written above.

RED RIVER TEA COMPANY


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

Date: 2-21-19

Name: JFF B. Ferris

Title: Pres

RED RIVER FINANCE, LLC

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

Date: 2/21/19

Name: Rick Scheer

Title: MGR

EXHIBIT A

TRADEMARKS

Mark	Jurisdiction	Goods/Services	Ser./Reg. No.
TEAZZERS	US	IC 11. Electric beverage urns for commercial use.  IC 32. Lemonade.	4747695
TEAZZERS SQUEEZE	US	IC 32. Lemonade.	4929069
TEAZZERS	US	IC 30. Staple foods, namely, tea, tea-based beverages, flavored teas and tea-based beverages, and mixes for making tea-based beverages.	3769216
TEAZZERS	US	IC 11. Electric tea-brewing machines for commercial use hot beverage dispensing units for dispensing beverages, namely, tea, brewed teas, and flavored teas.	2309717
TEAZZERS FREEZZERS	US	IC 30. Staple foods, namely, tea, tea-based beverages, flavored teas or tea-based beverages, frozen teas, frozen tea-based beverages, and mixes for making frozen tea-based beverages.	3228867
TEAPOT	US	IC 30. Tea and tea-based beverages containing marijuana.	Pending (88147098)
TEAZZERS,	US	IC 32. Drinking water; Fruit-based beverages; Fruit drinks and fruit juices; Horchata; Non-alcoholic beverages containing fruit juices; Vegetable juices; Vegetable-fruit juices; Water beverages.	5347901
TEAZZERS SMARTBREW	US	IC 11. Automated tea brewing machines for commercial use.	Pending (88000140)