

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Greater European Brands Limited		08/28/2018	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Seltza Limited		
Street Address:	Endrick Hub 151 Buchanan Street		
City:	Balfron, Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G63 0TE		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88059998	UTOPIA	
CORRESPONDENCE DATA			
Fax Number:	2089756667		
<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:	2088133921		
Email:	steve@colbynipper.com		
Correspondent Name:	Stephen M. Nipper		
Address Line 1:	291 E. Shore Dr. Suite 200		
Address Line 4:	EAGLE, IDAHO 83616		
ATTORNEY DOCKET NUMBER:	CI0029T		
NAME OF SUBMITTER:	Stephen M. Nipper		
SIGNATURE:	/Stephen M. Nipper/		
DATE SIGNED:	05/15/2019		
Total Attachments: 3			
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OP \$40.00 88059998

THIS AGREEMENT is made and entered on this 28th day of August 2018 (the 'Effective Date') by and

BETWEEN:

- (1) **WEST GREATER EUROPEAN BRANDS Limited** a company registered in Scotland under the Companies Act (Registered Number: SC372364) having its registered office at West Brewery, Suite 204, Templeton Business Centre, Glasgow, G40 1AW ('the Assignor'); and
- (2) **SELTZA Limited**, a company registered in Scotland under the Companies Act (Registered Number: SC538716) having its registered office at Endrick Hub, 151 Buchanan Street, Balfron, Glasgow, G63 0TE ('the Assignee');

WHEREBY:

- (A) The Assignor claims to be entitled to all property in the Trade Marks (hereinafter called "the said Trade Marks"), particulars of which are detailed in Schedule 1 attached hereto.
- (B) The Assignee wishes to acquire the said Trade Marks by way of an assignment.
- (C) The Assignor wishes to assign all its rights, title and interest in the said Trade Marks to the Assignee subject to the terms and conditions of this Agreement

IT IS HEREBY AGREED AS FOLLOWS:

1. Assignment

- (a) With effect from the Effective date the Assignor hereby assigns to the Assignee absolutely together with all the Assignor's rights and interests in respect of them and with full title guarantee:
 - (i) the said Trade Marks and all associated Goodwill accrued through use of the said Trade Marks
 - (ii) the exclusive right to the said Trade Marks whether registered or unregistered (so far as the Assignor can confer same).
- (b) The Assignee hereby undertakes to make payment to the Assignor of the sum of £1.00 (one pound Sterling) within thirty (30) days of receipt of invoice from the Assignor for the same.
- (c) The sum payable to the Assignor pursuant to clause 1(b) of this Agreement is exclusive of Value Added Tax which shall if applicable be paid in addition at the rate in force at the due time for payment subject to the Assignor either supplying a VAT invoice to the Assignee or informing the Assignee of its VAT registration number.
- (d) The Assignor hereby undertakes to execute such further documents as the Assignee may reasonably require to enjoy the full benefit of the property and rights hereby assigned, including but not limited to those required to become registered by the Registrar of Trade Marks as the proprietor of the said Trade Marks.

3. The Assignor's Warranties and Indemnity

(a) The Assignor warrants that:

(i) the Assignor is the proprietor of the said Trade Marks and has full power to enter into this Agreement;

(ii) the Assignor has not granted any assignments to any third party by way of security, charges or licences to use the said Trade Marks;

(iii) the Assignor has not either by act or omission caused or permitted anything that may prevent the registration of the said Trade Marks;

(b) The Assignor hereby agrees to indemnify the Assignee against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

4. Third parties

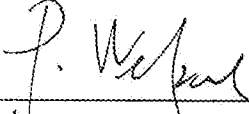
For the avoidance of doubt this Agreement does not create any right enforceable to any successor or assignee of either party to this Agreement.

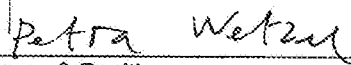
5. Applicable Law and Jurisdiction

This Agreement shall be governed by and interpreted according to the laws of Scotland and shall be deemed to have been made in Scotland and the parties to this Agreement agree to submit to the jurisdiction of the courts of Scotland.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor and Assignee the day and year first written above:

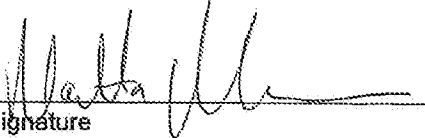
SIGNED for and on behalf of
WEST GREATER EUROPEAN BRANDS Limited)

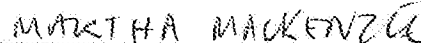


Signature


Print name & Position

SIGNED for and on behalf of
SELTZA Limited)



Signature


Print name, & Position

SCHEDULE 1

'the said Trade Marks' -
Assigned from West Greater European Brands Limited (SC372364) to Seltza Limited (SC538716)

Mark	Country	Application/ Registration Number	Filing date	Status	Renewal Date	International Classes
UTOPIA	UK	UK00003287132	01 February 2018	Registered	01 February 2028	32
UTOPIA	Europe EUTM	017918347	15 June 2018 (Priority claim to 01 February 2018 from UK00003287132)	Published		32
UTOPIA	USA	88059998	31 July 2018 (Priority claim to 01 February from UK00003287132)	Filed		32

International Class 32 specification for above 'the said Trade Marks':

Mineral and aerated waters and other non-alcoholic drinks; seltzer water; club soda; isotonic beverages; ionised water; alkaline water; nutritionally fortified non-alcoholic beverages; vitamin fortified non-alcoholic beverages; mineral enriched non-alcoholic beverages; dairy-free non-alcoholic beverages containing probiotics; dairy free non-alcoholic beverages containing live cultures; natural fruit drinks and fruit juices; vegetable drinks; syrups and preparations for making non-alcoholic beverages.