

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockstar, Inc.		04/24/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	PepsiCo, Inc.		
Street Address:	700 Anderson Hill Road		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5296803	BOOM	
Serial Number:	87472245	FIRSTSTART	
Registration Number:	2545247	PARTY LIKE A ROCKSTAR	
Registration Number:	4466794	PERFECTBERRY	
Registration Number:	3508311	PUNCHED	
Registration Number:	5734193	REVOLT	
Registration Number:	3427877	ROASTED	
Serial Number:	87536630	ROCKARITA	
Serial Number:	87533117	ROCKSTAR	
Registration Number:	3398516	ROCKSTAR	
Registration Number:	2784403	ROCKSTAR	
Registration Number:	5763885	ROCKSTAR BLACKOUT	
Registration Number:	2613067	ROCKSTAR ENERGY DRINK	
Registration Number:	4941724	RR ROCKSTAR ENERGY DRINK	
Registration Number:	3190229	ROCKSTAR JUICED	
Serial Number:	87607470	ROCKSTAR PUNCHED	
Registration Number:	3508269	ROCKSTAR PUNCHED	
Registration Number:	6019106	ROCKSTAR REVOLT	
Registration Number:	3423897	ROCKSTAR ROASTED	

CH \$640.00 5296803

Property Type	Number	Word Mark
Registration Number:	2736521	R
Serial Number:	85458451	RR ROCKSTAR ENERGY DRINK
Registration Number:	4174252	RR
Registration Number:	2895083	R
Registration Number:	5151366	RR
Registration Number:	4206610	XDURANCE

CORRESPONDENCE DATA

Fax Number:

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: 9142533443

Email: trademarks@pepsico.com, paul.lee@pepsico.com, debbie.ludwig@pepsico.com

Correspondent Name: Paul A. Lee

Address Line 1: 7701 Legacy Dr.

Address Line 2: 3A-110H

Address Line 4: Plano, TEXAS 75024

NAME OF SUBMITTER: Debbie Ludwig

SIGNATURE: /Debbie Ludwig/

DATE SIGNED: 05/06/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of April 24, 2020 (“**Effective Date**”) by and between Rockstar, Inc. (“**Assignor**”), a Nevada corporation and PepsiCo, Inc. (“**Assignee**”) a North Carolina corporation. Assignor and Assignee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Assignor is the owner of the entire right, title and interest in and to certain trademark applications and registrations listed in the attached Exhibit A (the “**Trademarks**”).

B. Assignor, Assignee, Rockstar Beverage Corporation, a Nevada corporation, Rockstar Brewing Co. Inc., a Nevada corporation, Yachak, LLC, a Nevada limited liability company, Russell G. Weiner, an individual citizen of the United States and resident of the State of Florida, and Janet A. Weiner, an individual citizen of the United States and resident of the State of California, are parties to the Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of March 10, 2020. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

C. In exchange for the consideration recited below, Assignor agrees to assign to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademark Rights. Assignor hereby irrevocably sells, transfers, conveys, sets over and assigns to Assignee, and Assignee does hereby accept: (a) all right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Trademarks, and all rights of registration, maintenance, renewal and protection thereof, throughout the world, including the right to sue for past infringements, (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing, (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Trademarks and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing. Assignor hereby authorizes Assignee to file in Assignee’s own name applications for trademark and service mark registrations in connection with the Trademarks, and to secure in Assignee’s own name the registrations granted thereon.

2. **Cooperation and Further Assurances.** Assignor agrees to reasonably cooperate fully with Assignee and to execute such further instruments, documents and agreements, to give such further written assurances and to take such further actions, as may be reasonably requested by Assignee (at the expense of Assignee) to better evidence and reflect the transactions described herein and contemplated hereby, and as necessary to carry into effect the intents and purposes of this Agreement. To the extent that the ownership of any trademarks are still reflected in the name of Russell G. Weiner, Assignor represents that Mr. Weiner will cooperate as reasonably necessary, and covenants and agrees to cause Mr. Weiner to cooperate as reasonably necessary, to sign any further assignment or related documentation required in order to carry out the intent of the Parties.

3. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the successors and assigns of Assignor and Assignee.

4. **Entire Agreement.** This Agreement may not be amended or modified unless mutually agreed upon in writing by Assignor and Assignee and no waiver will be effective unless signed by the Party from whom such waiver is sought. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Photographic, fax, and/or scanned copies of such signed counterparts may be used in lieu of the originals of this Agreement for any purpose, and shall be deemed as effective as an original signature.

6. **Provisions Severable.** If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement. This Agreement shall be deemed the joint work product of Assignor and Assignee without regard to the identity of the draftsman, and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

7. **Governing Law.** The laws of the State of Delaware shall govern this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR: ROCKSTAR, INC.

ASSIGNEE: PEPSICO, INC.

By:  _____

By: _____

Name: Russell G. Weiner

Name: _____

Title: Chief Executive Officer

Title: _____

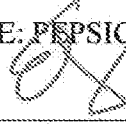
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR: ROCKSTAR, INC.

ASSIGNEE: PEPSICO, INC.

By: _____

By: _____ 

Name: _____

Name: Eric Hanson

Title: _____

Title: SVP Energy Intergration

[Signature Page Rockstar Trademark Assignment Agreement]

TRADEMARK
REEL: 006931 FRAME: 0314

Trademark Report By Country

Search Criteria

Country ID	US
Client ID	10221
Status	ACTIVE

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
UNITED STATES				
T02471US00	BOOM	27 Mar 2015 86579735	26 Sep 2017 5296803	REGISTERED 32
T02487US00	FIRSTSTART	01 Jun 2017 87472245		ALLOWED 32
T02531US01	PARTY LIKE A ROCKSTAR	29 Feb 2000 75950418	05 Mar 2002 2545247	REGISTERED 32
T02533US00	PERFECTBERRY	18 Mar 2011 85270954	14 Jan 2014 4466794	REGISTERED 32
T02539US00	PUNCHED	28 Feb 2008 77408462	30 Sep 2008 3508311	REGISTERED 32
T02544US00	REVOLT	28 Aug 2015 86740567	23 Apr 2019 5734193	REGISTERED 32
T02547US00	ROASTED	22 May 2007 77187021	13 May 2008 3427877	REGISTERED 32
T02548US01	ROCKARITA	20 Jul 2017 87536630		ALLOWED 32, 33
T02549US00	ROCKSTAR	18 Jul 2017 87533117		ALLOWED 33
T02549US01	ROCKSTAR	17 Apr 2006 78862808	18 Mar 2008 3398516	REGISTERED 32
T02550US00	ROCKSTAR (Stylized)	13 Dec 2002 78194527	18 Nov 2003 2784403	REGISTERED 32
T02551US00	ROCKSTAR BLACKOUT	15 Jul 2016 87106164	28 May 2019 5763885	REGISTERED 32
T02557US00	ROCKSTAR ENERGY DRINK	19 Aug 1999 75760313	27 Aug 2002 2613067	REGISTERED 32
T02563US00	ROCKSTAR ENERGY DRINK and RR Star Design	27 Oct 2011 85976872	19 Apr 2016 4941724	REGISTERED 18
T02570US00	ROCKSTAR JUICED	14 Dec 2005 78773699	26 Dec 2006 3190229	REGISTERED 32

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
<i>UNITED STATES continued.....</i>				
T02430US00	ROCKSTAR PUNCHED	13 Sep 2017 87607470		ALLOWED 032, 033
T02579US00	ROCKSTAR PUNCHED	13 Sep 2017 87607470		PUBLISHED 32, 33
T02579US01	ROCKSTAR PUNCHED	27 Feb 2008 77407780	30 Sep 2008 3508269	REGISTERED 32
T02586US00	ROCKSTAR REVOLT	28 Aug 2015 86741111	24 Mar 2020 6019106	REGISTERED 32
T02587US00	ROCKSTAR ROASTED	22 May 2007 77187005	06 May 2008 3423897	REGISTERED 32
T02603US00	RR (Stylized)	17 Sep 2002 76451525	15 Jul 2003 2736521	REGISTERED 32
T03167US00	RR ROCKSTAR ENERGY DRINK and Design	27 Oct 2011 85458451		PENDING 025
T02606US01	RR Star & Design	26 Jul 2011 85380947	17 Jul 2012 4174252	REGISTERED 25
T02606US02	RR Star & Design	30 Apr 2002 78125187	19 Oct 2004 2895083	REGISTERED 32
T02644US00	RR Star & Design	31 Jan 2018 87778801		ALLOWED 032, 033
T03166US00	RR Star & Design	26 Oct 2011 85457231	28 Feb 2017 5151366	REGISTERED 018, 025, 032
T02642US00	XDURANCE	14 Oct 2010 85153181	11 Sep 2012 4206610	REGISTERED 32

END OF REPORT

TOTAL ITEMS SELECTED =

27