

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637500

<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>
Essentia Water, LLC		03/05/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Essentia Sub, LLC		
<b>Street Address:</b>	18911 North Creek Parkway		
<b>Internal Address:</b>	Ste. 150		
<b>City:</b>	Bothell		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98011		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87381188	#ESSENTIANATION	
<b>Serial Number:</b>	88254468	A BETTER YOU STARTS WITH A BETTER WATER	
<b>Serial Number:</b>	87276229	DRINK UP MORE OF LIFE	
<b>Serial Number:</b>	77691751	ESSENTIA	
<b>Serial Number:</b>	87381206	ESSENTIA E+	
<b>Serial Number:</b>	87381138	ESSENTIA NATION	
<b>Serial Number:</b>	86372557	ESSENTIA WATER	
<b>Serial Number:</b>	88254476	IONIZED HYDRATION	
<b>Serial Number:</b>	88252615	IT MIGHT AS WELL BE YOU	
<b>Serial Number:</b>	87288749	OVERACHIEVING H2O	
<b>Serial Number:</b>	88254470	SUPERCHARGED IONIZED ALKALINE WATER	
<b>Serial Number:</b>	87276231	THE FUTURE OF WATER	
<b>Serial Number:</b>	86159403	HYDRATION PERFECTED	
<b>Serial Number:</b>	88803796	DRINKING UP MORE OF LIFE	
<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</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312.327.3328  
**Email:** amanda@amintalati.com  
**Correspondent Name:** Amanda Roach, Amin Talati Wasserman LLP  
**Address Line 1:** 100 S. Wacker Drive  
**Address Line 2:** Suite 2000  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Amanda Roach
<b>SIGNATURE:</b>	/Amanda Roach/
<b>DATE SIGNED:</b>	04/07/2021

**Total Attachments: 9**  
source=1 - Trademark Assignment Agreement#page1.tif  
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of March 5, 2021 (the "Effective Date"), by and between Essentia Water, LLC, a Delaware limited liability company ("Assignor"), and Essentia Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor ("Assignee").

### RECITALS

A. Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the "Trademarks"); and

B. Assignor and Assignee have entered into that certain Assignment and Sale Agreement, dated as of March 5, 2021 (the "Agreement") pursuant to which Assignor has sold, assigned, transferred, conveyed and delivered to Assignee certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### ASSIGNMENT

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Agreement.
2. Assignment. Assignor confirms to have sold, assigned, transferred, conveyed and delivered and hereby assigns, transfers, conveys and delivers to, Assignee all of Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver

to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Each party agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation, and otherwise agrees to assist the other party, its successors and assigns as reasonably requested by the requesting party, at Assignor's own expense, to effect the terms of this Assignment.

4. Specific Performance. The parties each agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed by them in accordance with the terms hereof and, accordingly, each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

5. Terms of the Agreement. Assignor and Assignee each acknowledge and agree that the representations, warranties and agreements contained in the Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.

6. Successors and Assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment is governed by and shall be construed in accordance with the Laws of the Delaware, excluding any conflict of laws rule or principle that would refer the governance or the construction of this Assignment to the Laws of another jurisdiction.

8. Consent to Jurisdiction; Waiver of Jury Trial. Each party hereto irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for the purposes of any Action arising out of this Assignment or any transaction contemplated hereby, and agrees to commence any such Action only in such courts; provided, that if such court does not have jurisdiction, any such Action shall be brought exclusively in the United States District Court for the District of Delaware or any other state court sitting in the State of Delaware, so long as one of such courts shall have subject matter jurisdiction over such Action, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought in any such court has been brought in an inconvenient forum. Each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such Action. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY

JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

9. Amendment and Waiver. No amendment of this Assignment will be effective unless it is in writing and signed by each party. No waiver of any provision of this Assignment will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other provision of this Assignment.

10. Captions. All captions contained in this Assignment are for convenience of reference only, do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment.

11. Severability. If any provision of this Assignment is held invalid, illegal or unenforceable in any jurisdiction, the remainder of this Assignment, or application of that provision to any Persons or circumstances, or in any jurisdiction, other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by Law.

12. Entire Agreement. This Assignment, together with the Agreement, constitute the final agreement between the parties and are the complete and exclusive expression of the parties' agreement on the subject matter of this Assignment. This Assignment supersedes all prior oral or written agreements or policies relating to this Assignment. The provisions of this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance.

13. Counterparts. This Assignment may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. This Assignment may be executed by facsimile or email signatures or other electronic form of transfer.

*(Signature page follows)*

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

ASSIGNOR:

ESSENTIA WATER, LLC

By:   
Name: Kenneth Uptain  
Title: Executive Chairman

ASSIGNEE:

ESSENTIA SUB, LLC

By: ESSENTIA WATER, LLC, its Sole Member

By:   
Name: Kenneth Uptain  
Title: Executive Chairman

**EXHIBIT A**

Trademarks

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
#ESSENTIANATION	US	87381188	22-Mar-2017	5392958	30-Jan-2018	Registered
#ESSENTIANATION	Intl Registration	1419661	29-Jun-2018	1419661	29-Jun-2018	Registered
#ESSENTIANATION	Mexico	1419661	29-Jun-2018	1419661	29-Jun-2018	Registered
A BETTER YOU STARTS WITH A BETTER WATER	US	88254468	08-Jan-2019	6115907	04-Aug-2020	Registered
DRINK UP MORE OF LIFE	Intl Registration	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Australia	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Canada	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	China	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Mexico	1419763	02-Jul-2018	1419763	02-Jul-2018	Registered
DRINK UP MORE OF LIFE	Puerto Rico	awaiting				
DRINK UP MORE OF LIFE	US	87276229	21-Dec-2016	6130595	18-Aug-2020	Registered
ESSENTIA	Taiwan	106021662	14-Apr-2017	01890326	01-Jan-2018	Registered
ESSENTIA	Australia	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ESSENTIA	Canada	1690559	21-Aug-2014	976267	20-Jul-2017	Registered
ESSENTIA	China	18948456	21-Jan-2016	18948456	28-Feb-2017	Registered
ESSENTIA	India	1217141	22-Oct-2015	1217141	22-Oct-2015	Registered
ESSENTIA	Israel	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Kuwait	155946	27-Aug-2014	136164	27-Aug-2014	Registered
ESSENTIA	Intl Registration	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Mexico	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Korea, Republic of	1217141	21-Aug-2014	1217141	21-Aug-2014	Registered
ESSENTIA	Qatar	93307	02-Dec-2014	99307	15-Feb-2016	Registered
ESSENTIA	Saudi Arabia	1436005156	24-Dec-2014	1436005156	30-Sep-2015	Registered
ESSENTIA	United Arab Emirates	222329	27-Nov-2014	222329	25-Oct-2016	Registered
ESSENTIA	US	77691751	16-Mar-2009	3711536	17-Nov-2009	Registered
ESSENTIA E+ AND DESIGN	US	87381206	22-Mar-2017	5392959	30-Jan-2018	Registered
ESSENTIA E+ AND DESIGN	Intl Registration	1422261	29-Jun-2018	1422261	29-Jun-2018	Registered
ESSENTIA E+ AND DESIGN	Mexico	1422261	29-Jun-2018	1422261	29-Jun-2018	Registered
ESSENTIA E+ AND DESIGN	Intl Registration	1422324	02-Jul-2018	1422324	02-Jul-2018	Registered



Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ESSENTIA LOGOS (SERIES)	New Zealand	1022824	03-Jul-2015	1022824	02-Aug-2016	Registered
ESSENTIA NATION	US	87381138	22-Mar-2017	5392957	30-Jan-2018	Registered
ESSENTIA NATION	Int'l Registration	1419774	02-Jul-2018	1419774	02-Jul-2018	Registered
ESSENTIA WATER	Mexico	1231364	03-Jul-2018	2095231	13-Jul-2020	Registered
ESSENTIA NATION	Mexico	1419774	02-Jul-2018	1419774	17-Sep-2020	Registered
ESSENTIA WATER	Taiwan	106021663	14-Apr-2017	01890327	01-Jan-2018	Registered
ESSENTIA WATER	Benelux	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Brazil	908163738	22-Aug-2014	908163738	24-Jan-2017	Registered
ESSENTIA WATER	Canada	1737073	13-Jul-2015	1001408	24-Jul-2018	Registered
ESSENTIA WATER	France	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Germany	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	India	1231364	22-Oct-2015	1231364	22-Oct-2015	Registered
ESSENTIA WATER	Italy	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Int'l Registration	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Poland	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Russia	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ESSENTIA WATER	Spain	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	Switzerland	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	United Kingdom	1231364	21-Aug-2014	1231364	21-Aug-2014	Registered
ESSENTIA WATER	US	86372557	20-Aug-2014	4723021	21-Apr-2015	Registered
IONIZED HYDRATION	US	88254476	08-Jan-2019	6025850	31-Mar-2020	Registered
IT MIGHT AS WELL BE YOU	US	88252615	07-Jan-2019	5910258	12-Nov-2019	Registered
OVERACHIEVING H2O	US	87288749	04-Jan-2017	5556459	04-Sep-2018	Registered
OVERACHIEVING H2O	Int'l Registration	1419939	02-Jul-2018	1419939	02-Jul-2018	Registered
OVERACHIEVING H2O	Mexico	1419939	02-Jul-2018	1419939	02-Jul-2019	Registered
SUPERCHARGED IONIZED ALKALINE WATER	US	88254470	08-Jan-2019			Published
THE FUTURE OF WATER	US	87276231	21-Dec-2016	6130596	18-Aug-2020	Registered
THE FUTURE OF WATER	Int'l Registration	1419758	02-Jul-2018	1419758	02-Jul-2018	Registered
THE FUTURE OF WATER	Mexico	1419758	02-Jul-2018			Pending
ESSENTIA E+ Logo	Japan	2019-122174	17-Sep-2019			Pending
HYDRATION PERFECTED	European Union	1239719	07-Jul-2014	1239719	07-Jul-2014	Registered

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
HYDRATION PERFECTED	India	1239719	22-Oct-2015	1239719	22-Oct-2015	Registered
HYDRATION PERFECTED	Japan	1239719	07-Jul-2014	1239719	07-Jul-2014	Registered
HYDRATION PERFECTED	Int'l Registration	1239719	07-Jul-2014	1239719	07-Jul-2014	Registered
HYDRATION PERFECTED	Mexico	1239719	07-Jul-2014	1603798	07-Jul-2014	Registered
HYDRATION PERFECTED	New Zealand	1239719	07-Jan-2014	1239719	07-Jan-2014	Registered
HYDRATION PERFECTED	South Korea	1239719	07-Jul-2014	1239719	15-Feb-2016	Registered
HYDRATION PERFECTED	US	86159403	07-Jan-2014	4629926	28-Oct-2014	Registered
DRINKING UP MORE OF LIFE	US	88803796	20-Feb-2020			
DRINKING UP MORE OF LIFE	Mexico	2334361	21-Feb-2020			Pending
DRINKING UP MORE OF LIFE	Puerto Rico	239252-32-0	20-Aug-2020			Pending
DRINKING UP MORE OF LIFE	Canada	2047120	20-Aug-2020			Pending
DRINKING UP MORE OF LIFE	China	awaiting	21-Sep-2020			Pending
DRINKING UP MORE OF LIFE	Australia	2113714	21-Aug-2020			Pending

TRADEMARK

REEL: 007248 FRAME: 0238

RECORDED: 04/07/2021