OP \$65.00 88498543

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM649030

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fran Harris Enterprises, LLC		05/21/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Electra Beverages & Nutritionals, LLC	
Street Address:	8127 Mesa Dr Ste B206, #165	
City:	austin	
State/Country:	TEXAS	
Postal Code:	78759	
Entity Type:	Limited Liability Company: TEXAS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	88498543	ELECTRA	
Serial Number:	88980111	ELECTRA	

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: 2067531450

Email: eric.adler@egannelson.com

Correspondent Name: Eric Adler

Address Line 1: 221 West 6th St. STE 900 Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER:	Eric Adler
SIGNATURE:	/Eric Adler/
DATE SIGNED:	05/22/2021

Total Attachments: 3

source=Electra - TM Assignment - Fran Harris to Electra.doc#page1.tif source=Electra - TM Assignment - Fran Harris to Electra.doc#page2.tif source=Electra - TM Assignment - Fran Harris to Electra.doc#page3.tif

TRADEMARK REEL: 007303 FRAME: 0945

900618877

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement ("**Trademark Assignment**"), dated as of ______, is made by **Fran Harris Enterprises, LLC** ("**Seller**"), a Texas limited liability company, in favor of **Electra Beverages & Nutritionals, LLC** ("**Buyer**"), a Texas limited liability company, located at 8127 Mesa Dr Ste B206, #165 Austin, TX 78759.

The parties agree as follows:

- 1. <u>Assignment</u>. In exchange for a payment of \$10, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
- 3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which

TRADEMARK REEL: 007303 FRAME: 0946 shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Fran Harris Enterprises, LLC

Ву:

Name: Fran Harris

Title: CEO

AGREED TO AND ACCEPTED:

Electra Beverages & Nutritionals, LLC

By:

Name: Fran Harris

Title: CEO

RECORDED: 05/24/2021

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App No.	Reg. No.	Notes
Electra	88498543		
Electra	88980111	6291128	

TRADEMARK REEL: 007303 FRAME: 0948