

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applejack Associates, Inc.		10/15/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Applejack Wine & Spirits, LLC		
Street Address:	3320 Youngfield Street		
City:	Wheat Ridge		
State/Country:	COLORADO		
Postal Code:	80033		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3240639	APPLEJACK WINE SPIRITS	
Registration Number:	3478009	APPLEJACK WINE SPIRITS	
Registration Number:	3543308	ALL ROADS LEAD TO APPLEJACK	
Registration Number:	2720509	APPLEJACK WINE & SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra L. Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	011612-0001		
NAME OF SUBMITTER:	Sandra L. Wainer		
SIGNATURE:	/s/Sandra L. Wainer		
DATE SIGNED:	10/15/2014		
Total Attachments: 3			
source=Intellectual Property Assignment - Applejack Associates Inc #page1.tif			
source=Intellectual Property Assignment - Applejack Associates Inc #page2.tif			

CH \$115.00 3240639

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of this 15th day of October, 2014, by Applejack Associates, Inc., a Colorado corporation ("Assignor"), to Applejack Wine & Spirits, LLC, a Colorado limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to an Asset Purchase and Contribution Agreement, dated as of the 11th day of August, 2014 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain assets, including, without limitation, certain intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title, and interest in, to, and under all of Assignor's Intellectual Property (as defined by the Agreement), including, without limitation, the entire right, title, and interest in and to the registered trademarks and trademark applications set forth on the attached Exhibit A, together with the goodwill of the business symbolized by the trademarks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said trademarks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the trademarks are registered or subsist and any renewals of the terms thereof (collectively, the "Assigned Property").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant, and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options, or limitation of every kind, except for certain lien(s) set forth and preserved in the Agreement, all of Assignor's worldwide right, title, and interest in, to, and under the Assigned Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to, or subsequent to the date of this Assignment, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and all priority rights in the United States and all foreign countries, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.



ASSIGNOR:

APPLEJACK ASSOCIATES, INC.,
a Colorado corporation

By: James A. Spall, President
Printed Name: James A. Spall
Title: President

EXHIBIT A

Registered Trademarks and Trademark Applications

Trademark	Serial Number / Filing date	Registration Number / Registration Date	Registrant / Applicant
APPLEJACK WINE SPIRITS 	78673383 July 19, 2005	3240639 May 8, 2007	Applejack Associates, Inc.
APPLEJACK WINE SPIRITS 	78673409 July 19, 2005	3478009 July 29, 2008	Applejack Associates, Inc.
ALL ROADS LEAD TO APPLEJACK ALL ROADS LEAD TO APPLEJACK	77457192 April 24, 2008	3543308 December 9, 2008	Applejack Associates, Inc.
APPLEJACK WINE & SPIRITS	76244747 April 23, 2001	2720509 June 3, 2003	Applejack Associates, Inc.