

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376939

<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>
SYNOVUS BANK		11/30/2015	Chartered Bank: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPIRITS INNOVATORS LLC		
<b>Street Address:</b>	6622 SOUTHPOINT DRIVE SOUTH		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	JACKSONVILLE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32246		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4185144	IVANA B SKINNY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3144801505		
<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>			
<b>Phone:</b>	3144801505		
<b>Email:</b>	lori.bowen@huschblackwell.com		
<b>Correspondent Name:</b>	Husch Blackwell LLP		
<b>Address Line 1:</b>	190 Carondelet Plaza, Suite 600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	525799.1		
<b>NAME OF SUBMITTER:</b>	S. Myers Dill		
<b>SIGNATURE:</b>	/S. Myers Dill/		
<b>DATE SIGNED:</b>	03/17/2016		
<b>Total Attachments: 1</b>			
source=signed bill of Sale#page1.tif			

CH \$40.00 4185144

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that the undersigned SYNOVUS BANK, as Seller, hereby transfers, delivers and conveys to SPIRITS INNOVATORS LLC, a Florida limited liability company, as buyer, all of its right, title and interest in all the following assets (the "Assets") of INTERNATIONAL SPIRITS LLC, a Florida limited liability Company (the "Debtor"):

1. All inventory;
2. All accounts receivable;
3. All equipment and personal property;
4. All trademarks and trade names, including IVANPRITCH and \_\_\_\_\_;
5. The contracts on Exhibit A; and
6. All general intangibles

The Seller has the right to sell the Assets and (a) the consummation of the sale will transfer to the Buyer all of the Seller's right, title and interest in and to the Assets, if any, and all of Debtor's right, title and interest in and to the Assets previously transferred to Seller, and (b) the Buyer will acquire the Assets free of the Seller's security interest, any security interests and liens subordinate thereto. The Assets are sold as is, where is, and without any representations, warranties (express or implied) or assurances of any kind whatsoever. The Seller expressly disclaims any implied warranty of merchantability or fitness for purpose. Any description of the Assets is for the sole purpose of identification and shall not be construed as an express warranty. The Seller shall not be subject to any obligations or liabilities, except as otherwise expressly set forth herein, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to the Assets, or any undertakings, acts or omissions related thereto. The Seller shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

The Buyer agrees to pay to the Seller the amount of [REDACTED] in immediately available funds promptly upon execution and delivery of this Bill of Sale.

30<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale this day of November, 2015.

**SYNOVUS BANK**

By Allison Bowler  
Name: Allison Bowler  
Title: Vice President

**SPIRITS INNOVATORS LLC**

By Steven C. Koehler  
Name: STEVEN C. KOEHLER  
Title: MANAGING DIRECTOR