

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIRITS INNOVATORS LLC		03/08/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Destiny Brands, LLC		
Street Address:	1025 S. Shepherd		
Internal Address:	#308/309		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4083889	IVANABITCH	
Registration Number:	2963149	IVANABITCH	
Registration Number:	4185144	IVANA B SKINNY	
Registration Number:	3006289	VODKA WITH ATTITUDE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3144801500		
Email:	lori.bowen@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	525799.1		
NAME OF SUBMITTER:	S. Myers Dill		
SIGNATURE:	/S. Myers Dill/		
DATE SIGNED:	03/17/2016		

CH \$115.00 4083889

Total Attachments: 3

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EXHIBIT B

IP ASSIGNMENT

THIS IP ASSIGNMENT (the "Assignment") is entered into as of the 8th day of March, 2016, by and between Spirits Innovators LLC ("Assignor"), and Destiny Brands, LLC ("Assignee").

WHEREAS, Assignor is the owner of intellectual property set out on Exhibit C to the Asset Purchase Agreement (as defined below), and any and all goodwill associated with the foregoing (collectively, the "Intellectual Property");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase & Sale Agreement, ("Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Intellectual Property and associated goodwill;

WHEREAS, Assignor therefore wishes to assign the entire right, title and interest in and to the Intellectual Property including the goodwill associated therewith to Assignee, and Assignee desires to accept the Intellectual Property including the goodwill associated therewith.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Intellectual Property and all of Assignor's other non-inventory assets free and clear of all mortgages, liens, security interests, pledges and encumbrances, together with the goodwill associated therewith, and including without limitation, the right to sue for past infringement.

2. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

3. Assignor agrees to take all other action, including, without limitation, signing any and all other documents necessary to effect the assignments undertaken herein.

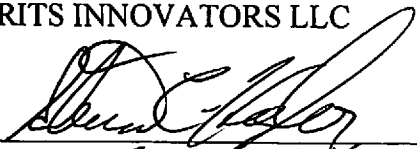
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year above.

Assignor:

Assignee:

SPIRITS INNOVATORS LLC

DESTINY BRANDS, LLC

By: 
Print Name: STEVEN C. KOEHLER
Title: MANAGING DIRECTOR

By: _____
Print Name: _____
Title: _____

EXHIBIT B

IP ASSIGNMENT

THIS IP ASSIGNMENT (the "Assignment") is entered into as of the 8th day of MARCH, 2016, by and between Spirits Innovators LLC ("Assignor"), and DESTINY BRANDS, LLC ("Assignee").

WHEREAS, Assignor is the owner of intellectual property set out on Exhibit C to the Asset Purchase Agreement (as defined below), and any and all goodwill associated with the foregoing (collectively, the "Intellectual Property");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase & Sale Agreement, ("Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Intellectual Property and associated goodwill;

WHEREAS, Assignor therefore wishes to assign the entire right, title and interest in and to the Intellectual Property including the goodwill associated therewith to Assignee, and Assignee desires to accept the Intellectual Property including the goodwill associated therewith.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Intellectual Property and all of Assignor's other non-inventory assets free and clear of all mortgages, liens, security interests, pledges and encumbrances, together with the goodwill associated therewith, and including without limitation, the right to sue for past infringement.

2. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

3. Assignor agrees to take all other action, including, without limitation, signing any and all other documents necessary to effect the assignments undertaken herein.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year above.

Assignor:

SPIRITS INNOVATORS LLC

By: _____
Print Name: _____
Title: _____

Assignee:

DESTINY BRANDS, LLC

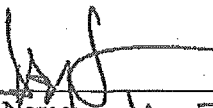
By: 
Print Name: JAY BROWN
Title: MEMBER

EXHIBIT C

PURCHASED INTELLECTUAL PROPERTY

1. IVANABITCH (Registration No. 4,083,889)
2. IVANABITCH (Registration No. 2,963,149)
3. IVANA B SKINNY (Registration No. 4,185,144)
4. VODKA WITH ATTITUDE (Registration No. 3,006,289)
5. DIRTY 'BITCH (Registration No. 2,972,501) (CANCELLED)
6. IVANAB (Serial No. 85/802,739) (ABANDONED)
7. IVANABITCH COCKTAIL (Registration No. 3,013,678) (CANCELLED)
8. IVANAVITCH (Serial No. 78/671,605) (ABANDONED)