

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynasty Spirits, Inc.		08/19/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Southwest Brands, LLC		
Street Address:	6306 lola Avenue		
Internal Address:	Suite 200		
City:	Lubbock		
State/Country:	TEXAS		
Postal Code:	79424		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4682334	NUE VODKA	
Registration Number:	4743829	NUE	
Registration Number:	4650642	HENDERSON	
Registration Number:	4896157	GEORGE OCEAN	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5758		
Email:	trademarks@schiffhardin.com		
Correspondent Name:	Clay A. Tillack, Schiff Hardin LLP		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
NAME OF SUBMITTER:	Clay A. Tillack		
SIGNATURE:	/Clay A. Tillack/		
DATE SIGNED:	08/22/2016		
Total Attachments: 2			
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OP \$115.00 4682334

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is effective as of August 19, 2016, by and between Southwest Brands, LLC, a Delaware limited liability company (the "Assignee"), and Dynasty Spirits, Inc., a Texas corporation ("Assignor"). All capitalized terms not otherwise defined shall have the meaning ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor owns the entire right, title, and interest in the trademarks and trademark registrations for the Marks as set forth below, including any common law or other similar rights associated therewith, as well as any and all rights that Assignor owns that arise from any countries and territories other than the United States (excluding the rights to Marks associated with Greenhouse Gin and Tower Vodka) (collectively, the "Assigned Marks");

Mark	Registration No.	Application No.	Registration Date	Type	Status
NUE VODKA	4,682,334	-	02/03/2015	CHARACTER	LIVE
NUE VODKA (Canada)	-	1,541,088			Awaiting certificate of registration
NUE	4,743,829	-	05/26/2015	DESIGN	LIVE
HENDERSON	4,650,642	-	12/02/2014	CHARACTER	LIVE
GEORGE OCEAN	4,896,157	-	02/02/2016	CHARACTER	LIVE

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of May 26, 2016 (the "Asset Purchase Agreement"), pursuant to which, on the Closing Date (as such term is defined in the Asset Purchase Agreement), Assignor will sell certain of its assets to Assignee, including its entire right, title, and interest in the Assigned Marks together with the goodwill associated with the Assigned Marks;

WHEREAS, pursuant to Section 1 and Schedule 1A of the Asset Purchase Agreement, Assignee desires to acquire and Assignor desires to assign the Assigned Marks; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights, title, and interest in and to the Assigned Marks and the goodwill of the business associated with such Assigned Marks.

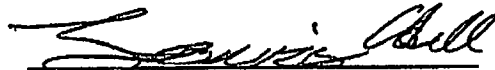
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns unto Assignee, and its successors and assigns, its entire right, title and interest in and to the Assigned Marks, together with the goodwill associated with the Assigned Marks, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Assigned Marks or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.

* * * * *

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed this Assignment as of the day and year first set forth above.

ASSIGNOR:

DYNASTY SPIRITS, INC.



Lewis Odell, President