

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enterprises International, Inc.		01/05/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	2931 First Avenue South, Inc.		
Street Address:	2931 First Avenue South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4529523	DEACON SEAT	
Registration Number:	4559163		
Registration Number:	4448177	THOUGHTFULLY MADE	
Registration Number:	4478412	WESTLAND	
Registration Number:	4440636	WLD	
Serial Number:	86905464	GARRYANA	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	(212) 549-0346		
Email:	dcohen@reedsmith.com		
Correspondent Name:	Darren B. Cohen		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Darren B. Cohen		
SIGNATURE:	/Darren B. Cohen/		
DATE SIGNED:	02/06/2017		
Total Attachments: 7			

OP \$165.00 4529523

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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of January 5, 2017, is made and entered into by and among Westland Distillery, LLC, a Washington limited liability company, and Enterprises International, Inc., a Washington corporation (collectively the “**Assignor**”), and 2931 First Avenue South, Inc., a Delaware corporation (the “**Assignee**”).

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of November 30, 2016 (the “**Purchase Agreement**”);

WHEREAS, Assignor is the owner of certain intellectual properties as defined in the Purchase Agreement, as listed on Exhibit A attached hereto (collectively, the “**Intellectual Property**”);

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Intellectual Property, including without limitation the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to receive and acquire all right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to the terms of the Purchase Agreement, Assignor hereby conveys, transfers, assigns and delivers to Assignee all rights, title and interest to the IP, together with all accrued rights of action, royalties, or damages for any past or existing infringement or misappropriation of any such rights; all rights to seek and recover damages and/or settlements for any claims whatsoever related thereto; all renewals, extensions, divisions, continuations, continuations-in-part, modifications, derivative works, and improvements thereto, and the like; and all goodwill related thereto, along with the right to sue for past infringements and recover damages and profits therefor.
2. Recordation. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office, the Commissioner for Trademarks of the United States Patent and Trademark Office and the Register of Copyrights and any other

empowered governmental official in the United States and/or in relevant jurisdictions outside the United States to record and/or register this IP Assignment. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

3. Effect of Agreement. This IP Assignment is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and conditions set forth in the Purchase Agreement. In the event of a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which 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 IP 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 IP Assignment.

5. Further Assurances. From time to time, as and when requested by any party hereto, the other parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.


6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

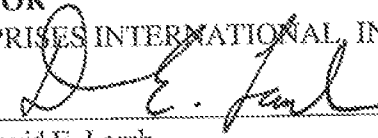
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR
WESTLAND DISTILLERY LLC

By: 
Name: Andrew Madderson
Title: Manager

ASSIGNOR
ENTERPRISES INTERNATIONAL, INC.

By: 
Name: David E. Lamb
Title: President

ASSIGNEE
2931 FIRST AVENUE SOUTH, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR
WESTLAND DISTILLERY, LLC

By: _____
Name:
Title:

ASSIGNOR
ENTERPRISE INTERNATIONAL, INC.


By: _____
Name:
Title:

ASSIGNEE
2931 FIRST AVENUE SOUTH, INC.

By: _____
Name: Philippe Fardier
Title: President and CEO

EXHIBIT A

I. Registered Trademarks

COUNTRY	MARK	FILED	SER. NO.	REGISTERED	REGISTRATION NO.
United States	DEACON STREET	October 3, 2013	86082389	May 13, 2014	4529523
United States	 ("Tree Coil")	October 3, 2013	86082385	July 1, 2014	4559163
United States	THOUGHTFULLY MADE	June 13, 2011	85344460	December 10, 2013	4448177
United States	WESTLAND	October 7, 2010	85147251	February 4, 2014	4478412
United States	WLD	June 8, 2011	85340953	November 26, 2013	4440636

II. Pending Trademark Applications

COUNTRY	MARK	FILED	SER. NO.
United States	GARRYANA	February 11, 2016	86905464
United States	GARRYANA	March 31, 2016	86959006

III. Unregistered Trademarks

All unregistered trademarks and trade dress being used by the Business, including but not limited to the following:

1. WINTER (word mark)
2. WLD Diamond Logo
3. WLD Circle Logo
4. PEAT WEEK (word mark)
5. Bottle Label Designs, Packaging and Trade Dress

IV. Unregistered Copyrights

Graphic designs, marketing materials, website copy, photographs and other works of authorship created by Westland employees within the scope of their employment.

V. Proprietary Rights

- Westland's Proprietary Rights, including but not limited to know-how, recipes, formulas, and processes for the production and distillation of whiskey.
- Westland social media accounts, including but not limited to:

Facebook: <https://www.facebook.com/westlanddistillery>

Twitter: <https://twitter.com/WestlandWhiskey>

Instagram: <https://www.instagram.com/westlandwhiskey/>

Yelp: <https://www.yelp.com/biz/westland-distillery-seattle>

Vimeo: <https://vimeo.com/user13430495>

Flickr: <https://www.flickr.com/photos/96620134@N02/>

VI. Domain Names

Westlanddistillery.com
Westlandgarryana.com
Peatweek.com
Deaconseat.com
Thoughtfullymade.com
Westland-whiskey.com
Westlandwhiskey.com
Americansinglemaltwhiskey.org