

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Brands Company, Inc.		06/01/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	United Brands LLC		
Street Address:	5930 Cornerstone Court West, Suite 170		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5113276	JOOSE	
Registration Number:	3465813	JOOSE	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	(202) 659-6924		
Email:	nmeyer@dickinsonwright.com		
Correspondent Name:	Nicole M. Meyer		
Address Line 1:	1825 Eye Street, N.W., Suite 900		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Nicole M. Meyer		
SIGNATURE:	/Nicole M. Meyer/		
DATE SIGNED:	08/17/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is delivered by UNITED BRANDS COMPANY, INC., a Delaware corporation ("UB DE"); UNITED BRANDS COMPANY, INC., a California corporation ("UB CA" and together with UB DE, the "Assignor"), for the benefit of UNITED BRANDS LLC, a Florida limited liability company ("Assignee") and is effective as of June 1, 2017.

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of date hereof (the "Contribution Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Contribution Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Intellectual Property Assets and any Assumed Liabilities relating to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meaning assigned to them in the Contribution Agreement.

2. Assignment of Intellectual Property Assets. On the terms and subject to the conditions of the Contribution Agreement, effective as of the Closing, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Intellectual Property Assets (including, but not limited to, the trademark applications and registrations listed on Exhibit A hereto and the state brand registrations listed on Exhibit B hereto), including all of the common law rights and goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all liabilities related to, arising under or in connection with, the Intellectual Property Assets, whether arising prior to, or after the Closing Date. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the trademarks included in the Intellectual Property Assets, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a trademark or service mark included in the Intellectual Property Assets, in accordance with this Assignment.

3. Contribution Agreement. This Assignment is being executed and delivered pursuant and subject to the Contribution Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Contribution Agreement, including

but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Assignment and the Contribution Agreement, the Contribution Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; to assure fully to Assignor the assumption of the Assumed Liabilities intended to be assumed by Assignee under this Assignment; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all domain names held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Contribution Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature

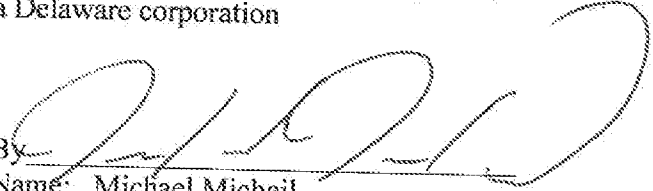
page to this Assignment by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Assignment.

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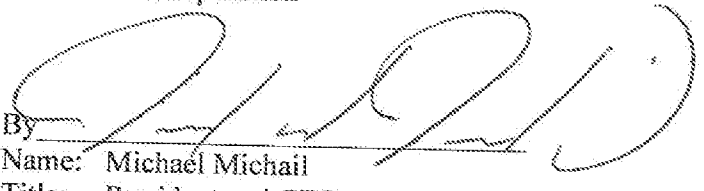
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

UNITED BRANDS COMPANY, INC.,
a Delaware corporation

By 
Name: Michael Michail
Title: President and CEO

UNITED BRANDS COMPANY, INC.,
a California corporation

By 
Name: Michael Michail
Title: President and CEO

[Intellectual Property Assignment]

TRADEMARK
REEL: 006137 FRAME: 0060

ACKNOWLEDGMENTS

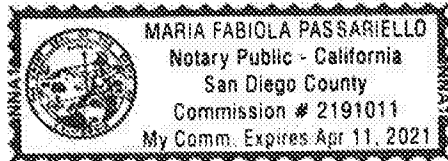
STATE OF CA)
COUNTY OF San Diego) SS:

Before me a Notary Public in and for said County and State personally appeared Michael Michail, as the President/CEO of United Brands Company, Inc., a Delaware corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 30 day of May, 2017.

My Commission expires:
4/11/2021

Signed: [Signature]
Printed: Maria Fabiola Passariello



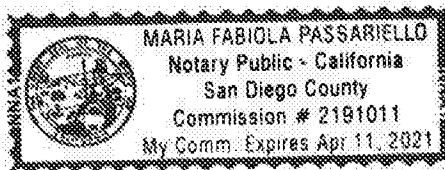
STATE OF CA)
COUNTY OF San Diego) SS:

Before me a Notary Public in and for said County and State personally appeared Michael Michail, as the President/CEO of United Brands Company, Inc., a California corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 30 day of May, 2017.

My Commission expires:
4/11/2021



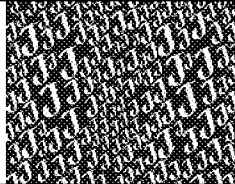

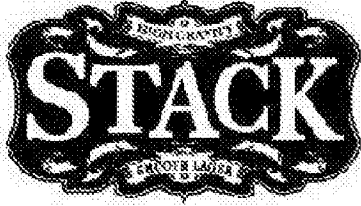

Signed: [Signature]
Printed: Maria Fabiola Passariello



[Intellectual Property Assignment – Acknowledgment]

EXHIBIT A

Trademarks

Jurisdiction	Application/Registration Number	Mark
USPTO	3,465,813	
USPTO	5,113,276	
USPTO	86/454823	JOOSE
USPTO	87/036762	
USPTO	5,009,372	
USPTO	5,070,904	
USPTO	5,070,910	STACK
United States	Common Law	BEYOND GRAVITY STACK
United States	Common Law	"101" Wings Logo
China	N/A	
China	N/A	Design Mark [McAle's]

European Union Registration No. 010065563, filed on June 21, 2011 as a Community Trademark for the mark



International Registration No. 1009052 (including all grants of protection into European Union countries and Switzerland) for the mark



EXHIBIT B

State Brand Registrations

<u>STATE BRAND REGISTRATIONS</u>			
STATE	JOOSE Submission	STACK Submission	McAle's Submission
Alabama 13.9%	Yes, all JOOSE products under 13.9% ABV, Submitted, no confirmations	Submitted, No confirmations	Submitted, No confirmations
Alaska	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Arizona	NO Brand registrations required	NO Brand registrations required	NO Brand registrations required
Arkansas - 6%	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
California	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Colorado	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
Connecticut	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Delaware	n/a	n/a	n/a
Florida	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Georgia	Submitted, confirmation posted on state site	Submitted, confirmation posted on state site	Submitted, confirmation posted on state site
Hawaii	n/a	n/a	n/a
Idaho	NO Brand registrations required	NO Brand registrations required	NO Brand registrations required
Illinois	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Indiana	NO Brand registrations required	NO Brand registrations required	NO Brand registrations required
Iowa	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
Kansas	Submitted online through	Submitted online through	Submitted online through

	www.productregistrationonline.com	www.productregistrationonline.com	www.productregistrationonline.com
Kentucky	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
Louisiana	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
Maine - 6%	n/a	n/a	n/a
Maryland	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Massachusetts	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Michigan	Submitted, confirmation posted on state site	Submitted, confirmation posted on state site	Submitted, confirmation posted on state site
Minnesota	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
Mississippi - 10.1%	Yes, All JOOSE products under 10.1%	Yes, All STACK products under 10.1%	Yes, All McAle's products under 10.1%
Missouri	Submitted, No confirmations, you can check status on state site	Submitted, No confirmations, you can check status on state site	Submitted, No confirmations, you can check status on state site
Montana	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Nebraska	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
Nevada	Submitted, No confirmations	Submitted, No confirmations	Submitted, No confirmations
New Hampshire - 6%	n/a	n/a	n/a
New Jersey	n/a	n/a	n/a
New Mexico	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
New York	Submitted through NY Distributor, confirmation to distributor	Submitted through NY Distributor, confirmation to distributor	Submitted through NY Distributor, confirmation to distributor
North Carolina	Submitted, confirmations sent	Submitted, confirmations sent	Submitted, confirmations sent
North	NO Brand registrations	NO Brand registrations	NO Brand registrations

Dakota	required	required	required
Ohio	Submitted, confirmations sent	Submitted, confirmations sent	Submitted, confirmations sent
Oklahoma	Submitted, Distributor files	Submitted, Distributor files	Submitted, Distributor files
Oregon	NO Brand registrations required	NO Brand registrations required	NO Brand registrations required
Pennsylvania	Submitted, confirmations No	Submitted, confirmations No	Submitted, confirmations No
Rhode Island	n/a	n/a	n/a
South Carolina	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
South Dakota	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com	Submitted online through www.productregistrationonline.com
Tennessee	Submitted, confirmations No	Submitted, confirmations No	Submitted, confirmations No
Texas	Submitted, confirmations sent	Submitted, confirmations sent	Submitted, confirmations sent
Utah	Submitted, Distributor files	Submitted, Distributor files	Submitted, Distributor files
Vermont	n/a	n/a	n/a
Virginia	Submitted, confirmations No	Submitted, confirmations No	Submitted, confirmations No
Washington	Submitted, confirmations No	Submitted, confirmations No	Submitted, confirmations No
Washington, D.C.	n/a	n/a	n/a
West Virginia	Submitted, confirmations No	Submitted, confirmations No	Submitted, confirmations No
Wisconsin	NO Brand registrations required	NO Brand registrations required	NO Brand registrations required
Wyoming	NO Brand registrations required	NO Brand registrations required	NO Brand registrations required