

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athens Distributing		09/19/2016	Partnership: TENNESSEE
RECEIVING PARTY DATA			
Name:	Old Forge Distillery, LLC		
Street Address:	170 Old Mill Avenue		
City:	Pigeon Forge		
State/Country:	TENNESSEE		
Postal Code:	37863		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85737259	ROCKY TOP DISTILLERY	
Serial Number:	85777469	ROCKY TOP MOONSHINE	
Registration Number:	3793968	ROCKY TOP SPIRITS	
Registration Number:	3790869	ROCKY TOP WINES	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	865-546-4305		
Email:	MEVANS@LUEDEKA.COM		
Correspondent Name:	Luedeka Neely Group, PC		
Address Line 1:	P.O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	71887.00		
NAME OF SUBMITTER:	ROBERT O. FOX		
SIGNATURE:	/robertofox/		
DATE SIGNED:	09/14/2017		
Total Attachments: 2			
source=71859m1-topto-20170914-TrademarkAssignment#page1.tif			

OP \$115.00 85737259

TRADEMARK ASSIGNMENT

This Assignment is made as of the ^{September} ~~July~~ 9th day of ~~July~~ 2016 ("Effective Date") by Athens Distributing, a Tennessee Partnership of Donald White, Tommy White, Thomas H. White III, John Donnelly and John Aaron, which Partnership has its principal place of business at 2735 Kanasita Drive, #121, Hixson, Tennessee 37343 ("Assignor").

Whereas Assignor owns several ROCKY TOP trademarks for use in connection with alcohol products, namely ROCKY TOP WINES (U.S. Trademark Registration No. 3,790,869), ROCKY TOP SPIRITS (U.S. Trademark Registration No. 3,793,968), ROCKY TOP MOONSHINE (U.S. Registration Application Serial No. 85/777,469), and ROCKY TOP DISTILLERY (U.S. Registration Application Serial No. 85/737,259 (collectively, "Trademarks").

Whereas the Trademarks are associated with certain of Assignor's business activities and products and symbolizes the goodwill of Assignor's business associated with such business activities and such products;

Whereas Old Forge Distillery, LLC, a Tennessee limited liability company having its principal place of business at 170 Old Mill Avenue, Pigeon Forge, Tennessee 37863 ("Assignee") wishes to acquire certain of Assignor's assets associated with its business, including the Trademarks and the goodwill of Assignor's business associated therewith; and

Now therefore, for the sum of \$25,000 ("Cash Consideration") and other good and valuable consideration:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of Assignor's business that is associated with and symbolized by the Trademarks, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks.
2. Assignee agrees to pay the Cash Consideration in five equal installments of \$5000 each, the first of which is due on the Effective Date. Assignee further agrees to pay each subsequent installment of \$5000 (each a "Subsequent Payment") on the first, second, third and fourth anniversaries of the Effective Date, except as provided in Paragraph 3.
3. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, registration of or infringement of the Trademarks; however, if a bona fide claim of trademark infringement is raised by a third party at any time before the fourth anniversary of the Effective Date because of Assignee's use of any of the Trademarks, Assignee will be absolved of the responsibility to pay any and all Subsequent Payments not already due to Assignor. The parties agree that in such event, the portion of the Cash Consideration already paid by Assignee will satisfy all of its payment obligations to Assignor hereunder.

24273_00V1501/001152721677_1



TRADEMARK
REEL: 006155 FRAME: 0499


4. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment.

5. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives.

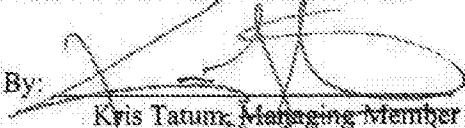
6. Assignee hereby accepts the assignment of the Trademarks and the goodwill according to the terms hereof.

Executed as of the date first written above by:

ATHENS DISTRIBUTING

By: 
Thomas H. White III, Managing Partner

OLD FORGE DISTILLERY, LLC

By: 
Kris Tatum, Managing Member
Co-Owner / General Manager

24273_001506/DNR-2721677_1