

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dutch Spirits LLC		11/15/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Hudson Valley Distilling Company LLC		
Street Address:	445 MAIN STREET		
City:	Beacon		
State/Country:	NEW YORK		
Postal Code:	12508		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4720853	DRINK WITH CONVICTION	
Registration Number:	4529893	DUTCH SCHULTZ	
Registration Number:	4085127	DUTCH'S SPIRITS	
Registration Number:	4625192	DUTCH'S SPIRITS	
Registration Number:	4696253	DUTCH'S SPIRITS	
Registration Number:	4818159	DUTCH'S SPIRITS	
Registration Number:	4818163	HARVEST HOMESTEAD	
Registration Number:	4717161	HARVEST HOMESTEAD	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	2039757505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1568725.00001		
NAME OF SUBMITTER:	Christina London		

OP \$215.00 4720853

SIGNATURE:	/christina london/
DATE SIGNED:	12/07/2017
Total Attachments: 7 source=DUTCH to HUDSON trademark assignment#page1.tif source=DUTCH to HUDSON trademark assignment#page2.tif source=DUTCH to HUDSON trademark assignment#page3.tif source=DUTCH to HUDSON trademark assignment#page4.tif source=DUTCH to HUDSON trademark assignment#page5.tif source=DUTCH to HUDSON trademark assignment#page6.tif source=DUTCH to HUDSON trademark assignment#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS** is dated as of November 15, 2017 (the "Intellectual Property Assignment") by and among DUTCH SPIRITS LLC, New York limited liability company ("Assignor") and HUDSON VALLEY DISTILLING COMPANY LLC, a New York limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement referred to below.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of October 31, 2017 (the "Asset Purchase Agreement") pursuant to which the Assignor has sold to the Assignee certain "Purchased Assets," including Each of the items set forth (or required to be set forth) in **Exhibit A** and all unregistered intellectual property rights, including all registered and unregistered trademarks (including all goodwill and common law rights), copyrights, trade names, brand name, product name or designation, service marks, trade dress, trade styles, logos, slogan, domain name, web site and the contents thereof, know-how, design, recipes, proprietary inventions, formulations, technical, operational, manufacturing, distilling or other procedures, processes and methods, computer program, computer software, customer, vendor and supplier lists, including such lists relating to the activities conducted by Mr. Schlein as a liquor solicitor, and trade secrets and all applications and registrations therefor and documentation relating thereto (collectively, the "Business Intellectual Property");

WHEREAS, Assignor desires to assign, transfer and convey all of the Assignor's rights to the Business Intellectual Property to Assignee pursuant to the terms of the Asset Purchase Agreement; and

WHEREAS, pursuant to Section 1.6(b)(i) of the Asset Purchase Agreement, Assignor is required to execute and deliver this Intellectual Property Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property Rights. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, (ii) all rights to sue for infringement or dilution of any Business Intellectual Property, whether arising prior to or subsequent to the date of this Intellectual Property Assignment and (iii) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Intellectual Property Assignment not been made.

2. Further Assurances. The Assignor will, without further consideration, at the request of the Assignee or any of its assigns and at the expense of such requesting party, promptly sign,

execute, make and do all such deeds, documents, acts and things as the Assignee and its duly authorized agents may reasonably require in order to:

(a) apply for, obtain, register and vest in the name of the Assignee alone (unless the Assignee otherwise directs) letters patent, copyrights, trademarks, domain names, social media accounts or other analogous protection with respect to the Business Intellectual Property and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyrights, trademarks, domain names, social media accounts or other analogous protection.

In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any application for letters patent, copyright or trademark registration, domain name registration, social media accounts or other documents regarding any legal protection relating to the Business Intellectual Property, whether because of the Assignor's dissolution, lack of cooperation or for any other reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations, domain name registration, social media accounts or any other legal protection thereon with the same legal force and effect as if executed by the Assignor.

3. Representations and Warranties. The Assignor represents and warrants that:

(a) To the best of Assignor's knowledge, the Assignor has not entered into any agreement, either written or oral, in conflict herewith and agrees that Assignor will not enter into any such agreement in the future.

(b) The Assignor hereby represents and warrants to the Assignee that, (i) the Assignor is the sole legal and beneficial owner of the Business Intellectual Property, except to the extent otherwise described on **Exhibit A**; (ii) has good and marketable title to such Business Intellectual Property; (iii) the Assignor has not sold, transferred, or encumbered any or all of the Business Intellectual Property; (iv) the Assignor has the full authority, at law and in equity, to transfer and assign the Business Intellectual Property, and (v) the Assignor is transferring and assigning the Business Intellectual Property to the Assignee free and clear of any and all liens, charges, encumbrances, claims, restrictions, equities, easements, and other exceptions to title or right, title, or interest of any other person whatsoever.

4. Irreparable Harm. The Assignor agrees that the breach of this Intellectual Property Assignment by Assignor will cause irreparable damage to the Assignee and that in the event of such breach the Assignee shall have, in addition to any and all remedies of law, the right to an

injunction, specific performance or other equitable relief to prevent the violation of the Assignor's obligations hereunder.

5. Amendment; Modification; Waiver. Any amendment to or modification of this Intellectual Property Assignment, and any waiver of any provision hereof, shall be in writing and shall require the prior written approval of the parties.

6. Governing Law. This Intellectual Property Assignment shall be deemed to be a contract made in and under the laws of the State of New York and for all purposes shall be construed, interpreted and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

7. Assignment. The Assignee shall have the right to assign this Intellectual Property Assignment as it may determine in its sole discretion, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by successors, assigns heirs, executors, administrators and legal representatives.

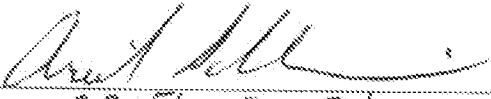
8. Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts (and the same may be delivered by means of facsimile), each of which shall be deemed an original, but all of which taken together constitute one instrument.

[Signature Page follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ASSIGNOR:

Dutch Spirits, LLC

By: 
Name: ADIEL SCHLEIN
Title: MANAGER

ASSIGNEE:

Hudson Valley Distilling Company LLC

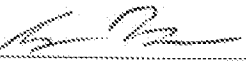
By: 
Name: Brandon McAlpine
Title: President

Exhibit A

I. Registered Marks

Mark	Goods / Services
DRINK WITH CONVICTION RN: 4720853 SN: 85983591	(Int'l Class: 33) distilled spirits
DUTCH SCHULTZ RN: 4529893 SN: 85258882	(Int'l Class: 33) distilled spirits
DUTCH'S SPIRITS RN: 4085127 SN: 85249269	(Int'l Class: 33) distilled spirits
DUTCH'S SPIRITS RN: 4625192 SN: 85249582	(Int'l Class: 32) non-alcoholic cocktail mixes; non-alcoholic fruit extracts used in the preparation of beverages
DUTCH'S SPIRITS RN: 4696253 SN: 85494172	(Int'l Class: 16) paper, cardboard and goods made from these materials, not included in other classes, namely, printed paper signs, namely, table tents, printed shelf talkers, wall posters, and window banners; plastic bags for packaging; paper napkins, printed matter, namely, newsletters on the subject of beverage alcohol, the history of beverage making; photographs; posters; coasters made of cardboard (Int'l Class: 21) glassware, for use in drinking, holding and dispensing beverages, namely, drinking glasses made of glass, serving pitchers made of aluminum, drinking vessels, drinking tumblers made of glass; plastic pouring spouts used in bars
DUTCH'S SPIRITS RN: 4818159 SN: 85494100	(Int'l Class: 25) caps; t-shirts
HARVEST HOMESTEAD RN: 4818163 SN: 85496935	(Int'l Class: 29) pickled vegetables; preserved vegetables (Int'l Class: 31) fresh fruit and vegetables; fresh fruits (Int'l Class: 32) fruit juice; fruit juices and fruit drinks
HARVEST HOMESTEAD	(Int'l Class: 30)

Mark	Goods / Services
RN: 4717161 SN: 85983361	bread and pastry; cakes; cookies

2. Unregistered (Common Law) Marks

Mark	Goods / Services
	distilled spirits; non-alcoholic cocktail mixes; non-alcoholic fruit extracts used in the preparation of beverages; paper, cardboard and goods made from these materials, not included in other classes, namely, printed paper signs, namely, table tents, printed shelf talkers, wall posters, and window banners; plastic bags for packaging; paper napkins, printed matter, namely, newsletters on the subject of beverage alcohol, the history of beverage making; photographs; posters; coasters made of cardboard; glassware, for use in drinking, holding and dispensing beverages, namely, drinking glasses made of glass, serving pitchers made of aluminum, drinking vessels, drinking tumblers made of glass; plastic pouring spouts used in bars; caps; t-shirts; farmer's market services; arranging and conducting guided tours; entertainment services, namely, alcoholic and non-alcoholic beverage tastings.
DUTCH'S SPIRITS	non-alcoholic cocktail mixes; non-alcoholic fruit extracts used in the preparation of beverages; entertainment services, namely, alcoholic and non-alcoholic beverage tastings.
DUTCH'S NEWS	newsletters
DUTCH'S	distilled spirits; non-alcoholic cocktail mixes; non-alcoholic fruit extracts used in the preparation of beverages
HARVEST HOMESTEAD	t-shirts; farmer's market services; arranging and conducting guided tours; entertainment services, namely, alcoholic and non-alcoholic beverage tastings.
HARVEST HOMESTEAD FARM	t-shirts; farmer's market services; arranging and conducting guided tours; entertainment services, namely, alcoholic and non-alcoholic beverage tastings.
BOOMTOWN	non-alcoholic cocktail mixes; non-alcoholic

Mark	Goods / Services
	fruit extracts used in the preparation of beverages
PROHIBITERS	non-alcoholic cocktail mixes; non-alcoholic fruit extracts used in the preparation of beverages
COLONIAL	non-alcoholic cocktail mixes; non-alcoholic fruit extracts used in the preparation of beverages

3. Domain Names

Domain Name	Expiration
DutchsSpirits.com	2019-07-04

4. Social Media Accounts

Name	URL
Twitter	https://twitter.com/DutchsSpirits
Facebook	https://www.facebook.com/DutchsSpirits
YouTube	https://www.youtube.com/user/DutchsTV
Pinterest	https://www.pinterest.com/dutchsspirits
Instagram	https://www.instagram.com/dutchsspirits