

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buzzard Brands		12/21/2017	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	TSS		
Street Address:	110 Rest Cottage Lane		
City:	Pewee Valley		
State/Country:	KENTUCKY		
Postal Code:	40056		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4518131	WHISKEY ROW	
Serial Number:	87657247	IRON QUARTER	
Serial Number:	87141878	IRON QUARTER	
Serial Number:	87657224	BILLY GOAT STRUT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8605395997		
Email:	royschwartz99@gmail.com		
Correspondent Name:	Roy Schwartz		
Address Line 1:	26 Buckingham Road		
Address Line 4:	Avon, CONNECTICUT 06001		
NAME OF SUBMITTER:	Roy Schwartz		
SIGNATURE:	/Roy Schwartz/		
DATE SIGNED:	01/21/2018		
Total Attachments: 6			
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Trademark Assignment

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on 12/21/17 (the "Effective Date") by and between the following parties:

Buzzard Brands

a Kentucky Limited Liability Company (LLC)

110 Rest Cottage Lane
Pewee Valley, KY 40056

(the "Assignor")

AND

TSS

a Kentucky Limited Liability Company (LLC)

110 Rest Cottage Lane
Pewee Valley, KY 40056

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set for the in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its rights, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to

renew and registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title, and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and, (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY

Assignor warrants that Assignor is the legal owner of all right, title, and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe upon the rights of any person.

3. GOVERNING LAW

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Kentucky.

4. ENTIRE AGREEMENT

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY

If one or more provisions of the Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded, and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Assignment as of the Effective Date.

Assignor:

By:

[Signature]
Pres - Berzano Berzoz

Date:

12/21/17

Assignee:

By:

[Signature]
Pres - TSS

Date:

12/21/17

[Notary acknowledgements to Follow]

Exhibit A

List of Trademarks/Service Marks

Trademark/Service Mark: **Whiskey Row**
Goods and Services: IC 025 and IC 033
Serial Number: 85398254
Filing Date: August 15, 2011
Registration Number: 4518131
Registration Date: April 22, 2014

Trademark/Service Mark: **Iron Quarter**
Goods and Services: IC 032
Serial Number: 87657247
Filing Date: October 24, 2017

Trademark/Service Mark: **Iron Quarter**
Goods and Services: IC 033
Serial Number: 87141878
Filing Date: August 17, 2016

Trademark/Service Mark: **Billy Goat Strut**
Goods and Services: IC 033
Serial Number: 87657224
Filing Date: October 24, 2017

Assignor Acknowledgement

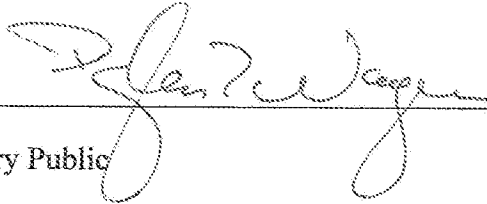
State of Kentucky

County of JEFFERSON

On 21 DECEMBER 2017 before me the undersigned Notary Public, personally appeared STEVEN P. THOMPSON ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in His/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kentucky that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Seal)

Notary Public

Notary Public, State at Large, KY
My Commission Expires June 30, 2018



My commission expires

Assignee Acknowledgement

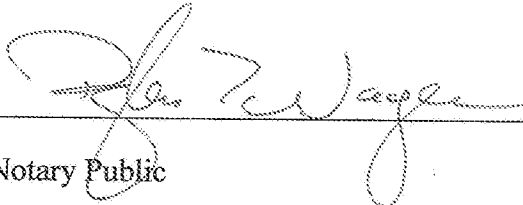
State of Kentucky

County of JEFFERSON

On 21 DECEMBER 2017 before me the undersigned Notary Public, personally appeared STEPHEN F THOMPSON ASSIGNEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in His/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kentucky that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public (Notary Seal)



Notary Public, State at Large, KY
My Commission Expires June 30, 2018

My commission expires