

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/24/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brand House Wine & Spirits LLC		05/02/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Birdie BH 43 LLC		
<b>Street Address:</b>	141 Parkway Road, Suite 13C		
<b>City:</b>	Bronxville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10708		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87739436	43 KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035726540		
<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>			
<b>Phone:</b>	303 572 6500		
<b>Email:</b>	gtipmail@gtlaw.com,strongg@gtlaw.com,dentonj@gtlaw.com		
<b>Correspondent Name:</b>	GAYLE L. STRONG		
<b>Address Line 1:</b>	1200 17TH STREET, SUITE 2400		
<b>Address Line 2:</b>	Greenberg Traurig LLP		
<b>Address Line 4:</b>	DENVER, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	172559.0101		
<b>NAME OF SUBMITTER:</b>	GAYLE L. STRONG		
<b>SIGNATURE:</b>	/Gayle L. Strong/		
<b>DATE SIGNED:</b>	05/04/2018		
<b>Total Attachments: 2</b>			
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Assignment of Trademark

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is executed *nunc pro tunc* as effective April 24, 2018 (“Effective Date”) by Brand House Wine & Spirits LLC, a Delaware limited liability company ( “Assignor”), having as its principal address 141 Parkway Road, Suite 13C, Bronxville New York 10708, to and in favor of Birdie BH 43 LLC, a Delaware limited liability company having an address of 141 Parkway Road, Suite 13C, Bronxville New York 10708 (“Assignee”).

**WHEREAS**, Assignor owns trademark application Serial No. 87739436 filed at the U.S. Patent and Trademark Office on December 31, 2017 (the “ Mark”); and

**WHEREAS**, Assignee, as a successor to the portion of Assignor’s business to which said Mark pertains, is desirous of acquiring any and all rights that Assignor may have in and to the said Mark, including any common law rights associated with said Mark, together with the goodwill of the business in connection with which said Mark is and will be used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof;

**NOW, THEREFORE**, for good and valuable consideration, sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest throughout the world in and to said Mark, together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the rights to police, monitor and enforce said Mark against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof.

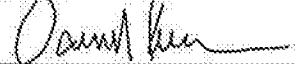
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor’s rights, title, and interest in and to said Mark in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes the Commissioner for Trademarks of the U.S. Patent and Trademark Office to record Assignee as the Assignee and owner of said Mark.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

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Assignor: Brand House Wine & Spirits LLC

By:   
\_\_\_\_\_  
David Kanbar  
CEO

Date of execution: May 2, 2018

Effective *nunc pro tunc* April 24, 2018