

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Widow Jane Holdings, LLC		04/24/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Widow Jane Distilleries, LLC		
<b>Street Address:</b>	160 Coffey Street		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11231		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87276206	BABY JANE	
<b>Serial Number:</b>	87629284	BABY JANE	
<b>Serial Number:</b>	87976003	BABY JANE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>	561-653-5000		
<b>Email:</b>	ip@akerman.com		
<b>Correspondent Name:</b>	Caroline Mankey		
<b>Address Line 1:</b>	777 South Flagler Drive		
<b>Address Line 2:</b>	Suite 1100 - West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	12079-4/5/24 (337250)		
<b>NAME OF SUBMITTER:</b>	Caroline Mankey		
<b>SIGNATURE:</b>	/Caroline Mankey/		
<b>DATE SIGNED:</b>	04/25/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of as of April 24, 2017 ("Effective Date"), by and between Widow Jane Holdings, LLC, a Delaware limited liability company, with an address of Town Center One, Suite 2201, 8950 SW 74<sup>th</sup> Court, Miami, Florida 33156 ("Assignor") and Widow Jane Distilleries, LLC, a Delaware limited liability company, with an address of 160 Coffey Street, Brooklyn, New York 11231 ("Assignee"). Together, Assignor and Assignee are referred to as the "Parties" and individually as a "Party."

### RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "Assigned Trademarks");

B. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

### AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. Entire Agreement. This Assignment, together with Schedule 1, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

5. Governing Law. This Assignment (and any claim or controversy arising out of this Assignment) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

6. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties' successors and assigns.

7. Severability. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Assignment or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the maximum extent permitted by law.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Widow Jane Holdings, LLC

By:  \_\_\_\_\_

Print/Type Name: PHILIP WISS-105

ASSIGNEE:

Widow Jane Distilleries, LLC

By:  \_\_\_\_\_

Print/Type Name: Jean-Robert

Schedule 1

Assigned Trademarks

Registrations and Applications

Mark	Country	Serial No. / Filing Date	Registration No. / Registration Date	Status
BABY JANE	United States	87/276206 12-21-2016	5,403,593 02-13-2018	Registered
BABY JANE	United States	87/629284 09-30-2017		Pending
BABY JANE	United States	87/976003 12-05-2017		Pending