

900458853 07/18/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482443

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Distillery & Winery, LLC		07/18/2018	Corporation: TEXAS Limited Liability Company
RECEIVING PARTY DATA			
Name:	Southwest Spirits & Wine LLC		
Street Address:	9761 Clifford Drive		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	Corporation: TEXAS Limited Liability Company		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5156696	TITLE NO 21	
CORRESPONDENCE DATA			
Fax Number:	2147064242		
<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:	214-706-4223		
Email:	trademarks@solidcounsel.com		
Correspondent Name:	Thomas A. Kulik		
Address Line 1:	500 N. Akard, Suite 2700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	11947.600		
NAME OF SUBMITTER:	Thomas A. Kulik		
SIGNATURE:	/TAK/		
DATE SIGNED:	07/18/2018		
Total Attachments: 4			
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CH \$40.00 5156696

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between **Southwest Distillery & Winery, LLC**, a Texas limited liability company ("Assignor") with a principal place of business at 9761 Clifford Drive, Suite 100, Dallas, Texas 75220, and **Southwest Spirits & Wine LLC**, a Texas limited liability company with a principal place of business at 9761 Clifford Drive, Suite 100, Dallas, Texas 75220 ("Assignee").

WHEREAS, Assignor has adopted, used and has not abandoned certain marks for which there are registrations issued by the United States Patent and Trademark Office or state authorities (hereinafter referred to as "Trademarks") in the United States Patent and Trademark Office listed in Schedule A attached and incorporated in the Assignment; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration 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.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Trademarks set forth in Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the dates set forth.

SOUTHWEST DISTILLERY & WINERY, LLC

By: _____

Name: _____

Title: _____

[Handwritten Signature]
Michael C. Howard
President

STATE OF Texas :

COUNTY OF Dallas :

On this 18th day of July, 2018, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael C. Howard known by me to be the person of the above name, an officer of and duly authorized to execute this Assignment on behalf of Southwest Distillery & Winery, LLC, and who signed and executed the foregoing instrument.

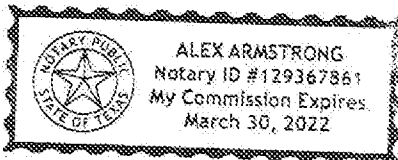
Given under my hand and seal of office this 18th day of July, 2018.

My commission expires:

March 30, 2022

Alex Armstrong
Notary Public

9761 Clifford Drive, Suite 100 Dallas, TX 7522
Address



SOUTHWEST SPIRITS & WINE, LLC

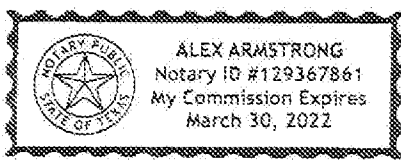
By: [Signature]
Name: Michael C. Howard
Title: President

STATE OF TEXAS :
:
COUNTY OF Dallas :

On this 18th day of July, 2018, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael C. Howard, known by me to be the person of the above name, an officer of and duly authorized to execute this Assignment on behalf of Southwest Spirits & Wine, LLC, and who signed and executed the foregoing instrument.

Given under my hand and seal of office this 18th day of July, 2018.

My commission expires:
March 30, 2022
[Signature]
Notary Public
9761 Clifford Drive, Suite 100
Address Dallas, TX 75220



SCHEDULE A
TRADEMARKS

Mark	Registration No.	Registration Date	Country
TITLE NO 21	5,156,696	March 7, 2017	U.S.