

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSL II Management Operations LLC		05/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSK Del Partners LLC		
Street Address:	345 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4312992	BLUE OCTOPUS	
Registration Number:	4079073	HALLO-WINE AND SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	3054163191		
<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:	3054163191		
Email:	dl@lydeckerdiaz.com		
Correspondent Name:	Deborah Serafini		
Address Line 1:	1221 Brickell Ave. 19th Floor		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Deborah Serafini		
SIGNATURE:	/deborahserafini/		
DATE SIGNED:	05/18/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT made as of this 1st day of April, 2018 (this "Assignment") between KSL II Management Operations, LLC., a Delaware limited partnership, ("Assignor") and BSK Del Partners, LLC., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed below (the "Marks") that it desires to assign to Assignee; and

WHEREAS, Assignor owns all right, title and interest in and to the following federal trademark registrations on the Principal Register of the United States Patent and Trademark Office, as follows:

"Blue Octopus" Reg. No. 4312992 registered on April 3, 2013; and

"Hallo-Wine and Spirits" Reg. No. 4079073 registered on January 3, 2012

WHEREAS, Assignor desires to assign to Assignee and Assignee wishes to acquire from Assignor, all of Assignor's rights, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title, and interest in and to the Marks.

2. Assignor hereby sells, assigns, and transfers to Assignee, and Assignee hereby accepts the transfer of all of Assignor's right, title and interest in and to the (a) the

Marks; (b) all the good will associated with and symbolized by the Marks; and (c) any common law rights to the Marks.

3. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record this Assignment, including any actions or documents required by the United States Patent and Trademark Office or other authority to document the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to Assignee.

4. Assignor authorizes the United States Patent and Trademark Office to record the Marks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

5. This Assignment is subject to any and all licenses or other rights that may have been granted by Assignor or its predecessors in interest with respect to the Assigned Marks prior to the Effective Date. Assignee, its successors and assigns, shall hold the rights to the Marks for and during the existence of the term and life of such Marks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

6. Each party warrants that (i) this Assignment is a legal, valid and binding obligation, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Agreement.

7. This Assignment may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.

8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. This Assignment shall be construed under and governed in accordance with the laws of the State of New York.


10. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

11. If any provision of this Agreement is declared null and void, such provision shall be considered separate and apart from the remainder of this Agreement which shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment as of this _____ day of May, 2018.

ASSIGNOR

KSL II Management Operations, LLC, a Delaware limited partnership

By: 
Name: Samuel Barton
Title: Vice President & Controller
Date: 5/10/18

ASSIGNEE

BSK Del Partners, LLC, a Delaware limited liability company

By: TC/TC
Name: ROBERT RUBENSTEIN
Title: SVP
Date: 5/17/18