

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533990

<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>
Badlands Distillery, LLC		07/26/2016	Limited Liability Company: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Unbranded Brewing Company		
<b>Street Address:</b>	1395 E 11th Ave.		
<b>City:</b>	Hialeah		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33010		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5145987	UN-BRANDED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6197873694		
<b>Email:</b>	candace@craftbeerattorney.com		
<b>Correspondent Name:</b>	Candace L Moon		
<b>Address Line 1:</b>	2260 El Cajon Blvd. #412		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92104		
<b>NAME OF SUBMITTER:</b>	Candace L Moon		
<b>SIGNATURE:</b>	/clm/		
<b>DATE SIGNED:</b>	07/29/2019		
<b>Total Attachments: 2</b>			
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source=Trademark Purchase Agreement#page2.tif			

OP \$40.00 5145987

## PURCHASE AND ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is entered into as of July 26, 2019 between Badlands Distillery, LLC, a South Dakota limited liability company with an address of 425 SD Highway 73, Kadoka, South Dakota 57543 (“Assignor”), and Unbranded Brewing Company, a Florida corporation with an address of 1395 E 11th Avenue, Hialeah, Florida 33010 (“Assignee”).

Assignor has registered, is the sole owner of, and is using “UN-BRANDED”, a mark registered in the United States Patent and Trademark Office, Registration No. 5,145,987, dated Feb. 21, 2017 and Assignee desires to acquire such mark.

### I. Purchase Price and Payment

In consideration for the sale and transfer of said assets, Assignee hereby agrees to pay to Assignor the amount of fifteen thousand dollars (\$15,000), by bank cashier’s check or federal wire transfer in immediately available funds, within seven (7) days from the date of this Agreement.

### II. Assignment

In consideration of the payment of fifteen thousand dollars (\$15,000), Assignor does hereby assign to Assignee all rights, title, and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

### III. Arbitration

Any controversy or claim arising out of or relating to this agreement, or its breach, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

### IV. Notices

All notices or other communications shall be in writing and shall be personally delivered or, if mailed, sent to the following relevant address or to such other address as the recipient party may have indicated to the sending party in writing:

IF TO ASSIGNOR:  
Mark Eschenbacher  
Badlands Distillery, LLC  
425 SD Highway 73  
Kadoka, South Dakota 57543  
bldstill@gmail.com

IF TO ASSIGNEE:  
Zach Swanson  
Unbranded Brewing Company  
1395 E 11th Avenue  
Hialeah, Florida 33010  
zach@unbrandedbrewing.com

Any such notice shall be deemed given as of the date as personally delivered, sent by fax or e-mail, or mailed, if mailed by certified or registered mail, return receipt requested, or sent by FedEx, overnight mail, or a similar service. If otherwise mailed, the notice shall be deemed given as of the earlier of the fourth business day after mailing or actual receipt.

**V. Other**

Except as otherwise provided, this Agreement:

- A. Covers the entire understandings of the parties regarding its subject matter, superseding all prior agreements and understandings, and no modification or amendment of its terms or conditions shall be effective unless in writing and signed by the parties;
- B. Inures to the benefit of, and is binding on, the respective successors, assigns, distributees, heirs, and personal representatives of the parties;
- C. Shall not be interpreted by reference to any of its titles or headings, which are inserted for purposes of convenience only;
- D. Is subject to the waiver and release of any of its requirements, as long as the waiver or release is in writing and signed by the party to be bound, but any such waiver or release shall be construed narrowly and shall not be considered a waiver or release of any further, similar, or related requirement or occurrence, unless expressly specified;
- E. Is made in, and shall be construed under, the laws of the State of Florida; and
- F. May be executed in two or more counterparts, all of which, together, shall be deemed to constitute one and the same Agreement.

IN WITNESS, the parties have executed this Agreement as of the day and year first written above:

ASSIGNOR:

Date: 7/26/2019

Badlands Distillery, LLC

DocuSigned by:  
 By: Mark Eschenbacher  
0004FEF4CCE048B...  
 Mark Eschenbacher  
 Owner/Member/President

ASSIGNEE:

Date: 7/26/2019

Unbranded Brewing Company

DocuSigned by:  
 By: Zach Swanson  
EB80EEE02010420...  
 Zach Swanson  
 President