

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/10/2019		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Black Sheep Tequila, LLC		07/10/2019
			Entity Type Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Black Sheep Tequila, LLC		
<b>Street Address:</b>	3116 Vera Valley Rd		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37064		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	4471104	BLACK SHEEP
<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>	6157143070		
<b>Email:</b>	jasoncharles@live.com		
<b>Correspondent Name:</b>	Jason Charles		
<b>Address Line 1:</b>	3116 Vera Valley Rd		
<b>Address Line 4:</b>	Franklin, TENNESSEE 37064		
<b>NAME OF SUBMITTER:</b>	JASON CHARLES		
<b>SIGNATURE:</b>	/JASON CHARLES/		
<b>DATE SIGNED:</b>	08/27/2019		
<b>Total Attachments: 5</b>			
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TRADEMARK

REEL: 006733 FRAME: 0322





Tre Hargett  
Secretary of State

Division of Business Services  
Department of State  
State of Tennessee  
312 Rosa L. Parks AVE. 6th FL  
Nashville, TN 37243-1102

Black Sheep Tequila, LLC  
JASON CHARLES  
3116 VERA VALLEY RD  
FRANKLIN, TN 37064-2498

July 10, 2019

Control # 931478

Effective Date: 07/10/2019

Document Receipt

Receipt #: 4913536

Filing Fee: \$100.00

Payment-Account - #76844 BLACK SHEEP TEQUILA, LLC, FRANKLIN, TN

\$100.00

ACKNOWLEDGMENT OF MERGER

BLACK SHEEP TEQUILA, LLC (VIRGINIA) (Unqualified Non-survivor)

merged into Black Sheep Tequila, LLC (TENNESSEE) (Qualified Survivor)

This will acknowledge the filing of the attached Articles of Merger with an effective date as indicated above.

When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett  
Secretary of State

Processed By: Cassandra Bowman

FILED

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into by and between Black Sheep Tequila LLC, a Tennessee limited liability company (the "Parent"), and Black Sheep Tequila LLC, a Virginia limited liability company (the "Subsidiary"), as of July 20, 2019.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

L. The Merger.

1.1 Surviving Entity. Upon the time of filing (the "Effective Time") of a [Certificate of Merges] with the Secretary of State of the State of Virginia [and the simultaneous filing of a [Certificate of Merges] with the Secretary of State of the State of Tennessee:

(a) the Subsidiary shall be merged with and into the Parent (the "Merger") in accordance with TN 48-249-702 of the State of Tennessee

(b) the Parent shall be the surviving company of the Merger (hereinafter sometimes called the "Surviving LLC")

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of the Parent shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving LLC, and

(d) the identity and separate existence of the Subsidiary shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the Subsidiary shall be vested in the Surviving LLC.

1.2 Operating Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement of the Parent shall be the Operating Agreement of the Surviving LLC, and the manager(s) and any officers of the Parent in office immediately prior to the Effective Time shall become the manager(s) and officers of the Surviving LLC as of the Effective Time.

1.3 Membership Interest Conversion. At the Effective Time each membership interest in the Subsidiary outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Subsidiary or the Parent, [be canceled] [be exchanged for a membership interest in the LLC as set forth on Schedule A hereto]; and all of the membership interests in the Parent outstanding prior to the Merger shall remain outstanding membership interests in the Surviving LLC following the Merger.

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2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the Parent and the Subsidiary prior to the filing of the [Certificate of Merger] with the Secretary of State of the State of Tennessee effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the consent of either the [GOVERNING BODY] of the Parent or the [GOVERNING BODY] of the Subsidiary. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, managers or members shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

*[The remainder of this page has been intentionally left blank.]*

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

PARENT:

Black Sheep Tequila LLC - TN

84-2291975  
EIN

By: [Signature] CEO  
Name: JASON CHARLES  
Title: CEO

SUBSIDIARY:

Black Sheep Tequila LLC - VA

EIN  
27-2026855

By: [Signature] CEO  
Name: JASON CHARLES  
Title: CEO

EXHIBIT D

TRANSFER ON DEATH AUTHORIZATION

THIS TRANSFER ON DEATH AUTHORIZATION (this "Authorization"), dated as of 2/15/2012, executed by [Signature] (the "Authorizing Member"), provides:

1. Pursuant to an Operating Agreement dated 2/15/2012 (the "Operating Agreement"), by and among the Authorizing Member, Black Sheep Tequila LLC, a Virginia limited liability company (the "Company"), and the other members of the Company, of which this Authorization is made a part as Exhibit D, any member of the Company is authorized, under the terms set forth in the Operating Agreement and in this Authorization, to name a Person to receive such member's Membership Interest and for such Person to automatically be admitted as a Member without further action upon such authorizing member's death.

2. This Authorization becomes effective only upon receipt by the Company and may only be revoked by the Authorizing Member upon written notice to the Company of this Authorization's express revocation.

3. The Authorizing Member hereby authorizes the Company, upon notification of such Member's death, to transfer all of the Authorizing Member's Membership Interest to, and to admit as a Member without further action, the following Person:

Anca Pop [name]  
3116 Vera Valley Rd [address]  
Franklin TN 37064  
xxx-xx-0777 [Social Security Number]  
[relationship to Authorizing Member, if any]

4. In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Authorizing Member, his or her successors, executors, personal representatives, and assigns, agree to indemnify the Company for any and all claims, expenses, damages, fees, attorneys fees, court costs, and costs of any kind arising from the Company's compliance or failure to comply with this Authorization.

Signed: [Signature] 2/15/2012 / JASON CHARLES  
Authorizing Member Date Printed Name

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