

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546584

<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>
Andrew Auwerda		10/24/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Philadelphia Distilling LLC		
<b>Street Address:</b>	25 East Allen Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19123		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4562375	THE BAY	
<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>	213-533-5949		
<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>	12079-53 (337249)		
<b>NAME OF SUBMITTER:</b>	Caroline Mankey		
<b>SIGNATURE:</b>	/Caroline Mankey/		
<b>DATE SIGNED:</b>	10/24/2019		
<b>Total Attachments: 3</b>			
source=12079-53 Trademark Assignment Signed by Client#page1.tif			
source=12079-53 Trademark Assignment Signed by Client#page2.tif			
source=12079-53 Trademark Assignment Signed by Client#page3.tif			

CH \$40.00 4562375

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into by and between Andrew Auwerda, an individual of the United States, with an address of 103 Back Creek Drive, Middletown, Delaware 19709 ("Assignor") and Philadelphia Distilling LLC, a Delaware limited liability company, having its principal place of business at 25 East Allen Street, Philadelphia, Pennsylvania 19123 ("Assignee"). The Trademark Assignment is effective as of the date of execution by both parties (the "Effective Date").

### RECITALS

A. Assignor has adopted and owns all right, title and interest in and to the trademark set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto and all rights to sue and recover for past, present and future infringement thereof (collectively, the "Assigned Trademark");

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 Trademark; and

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

### AGREEMENT

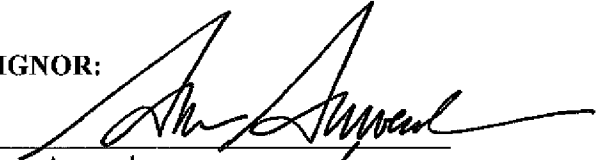
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademark and all registrations and applications for registration thereof and all common law rights with respect thereto including, but not limited to, all benefits, privileges, causes of action and remedies relating to such Assigned Trademark including, without limitation, the exclusive rights to (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement thereof, (iii) grant licenses or other interests therein and (iv) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademark and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from infringement of the Assigned Trademark.

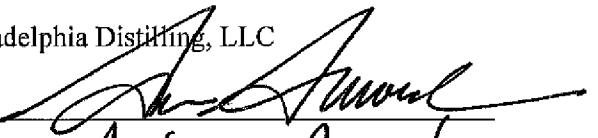
Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title or interest necessary to fulfill the intent of this Trademark Assignment.

Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as paper documents bearing the original signature. This Trademark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.



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

ASSIGNOR:   
Andrew Auwerda  
Date: 10/24/19

ASSIGNEE:  
Philadelphia Distilling, LLC  
By:   
Name: Andrew Auwerda  
Title: President  
Date: 10/24/19

Schedule 1

Trademark Application

Trademark	Registration No.	Date of Registration	Goods
THE BAY®	4,562,375	July 8, 2014	Class 33: Liquor and liqueur beverages, namely, flavored vodka

50525358;1

RECORDED: 10/24/2019

TRADEMARK  
REEL: 006779 FRAME: 0140

