

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548755

<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>
Twelfth Letter Inc.		10/23/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Country Club Partners, LLC		
<b>Street Address:</b>	13020 SW 85th Avenue Road		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33156		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2938227	COUNTRY CLUB	
<b>Registration Number:</b>	4216530	COUNTRY CLUB	
<b>Registration Number:</b>	4645543	COUNTRY CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7865162826		
<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>	305 482-1001		
<b>Email:</b>	trademarks@lex188.com		
<b>Correspondent Name:</b>	William R. Trueba, Jr.		
<b>Address Line 1:</b>	9150 S. Dadeland Blvd.		
<b>Address Line 2:</b>	Suite 1008		
<b>Address Line 4:</b>	Miami, FLORIDA 33156		
<b>ATTORNEY DOCKET NUMBER:</b>	0080-0011		
<b>NAME OF SUBMITTER:</b>	William R. Trueba, JR.		
<b>SIGNATURE:</b>	/William R. Trueba, Jr./		
<b>DATE SIGNED:</b>	11/08/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment"), dated as of this 23rd day of October, 2019, is made by TWELFTH LETTER INC., a Florida corporation ("Assignor"), in favor of COUNTRY CLUB PARTNERS, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor has formed Assignee as a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor will contribute and assign to Assignee all right, title and interest to the Intellectual Property (as hereinafter defined) in exchange for its membership interest in Assignor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definition of Intellectual Property. "Intellectual Property" means all of the following necessary for, or used in connection with, the "COUNTRY CLUB" beverage line and brand, or owned or licensed by Assignor in connection therewith, in any jurisdiction throughout the world: (i) all trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin and the goodwill associated therewith, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application; (ii) all patents, patent applications, continuations, continuations-in-part, divisionals and foreign counterparts in any jurisdiction, if any; (iii) all copyrights, database rights and moral rights in both published works and unpublished works, including all such rights in software, user and training manuals, marketing and promotional materials, internal reports, business plans and any other writings, expressions, mask works, firmware and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction; (iv) trade secret and confidential information, and rights in any jurisdiction to limit the use or disclosure thereof by a third party, including all recipes, products, formulas, operating methods, and such rights in inventions, discoveries and ideas, whether patented, patentable or not in any jurisdiction (and whether or not reduced to practice), know-how, customer lists, technical information, proprietary information, technologies, processes and formulae, software, data, plans, drawings and blue prints, whether tangible or intangible and whether stored, compiled, or memorialized physically, electronically, photographically or otherwise; and (v) any similar intellectual property or proprietary rights similar to any of the foregoing, licenses, immunities, covenants not to sue and the like relating to the foregoing, and any claims or causes of action arising out of or related to any infringement, misuse or misappropriation of any of the foregoing.

2. Assignment of Intellectual Property. Assignor does hereby assign, grant, sell, transfer and deliver to Assignee, and Assignee does hereby purchase, acquire and accept, Assignee's full, exclusive and entire right, title, and interest in and to the Intellectual Property,

including any and all (i) licenses and sublicenses granted and obtained with respect thereto, (ii) rights thereunder, (iii) rights to protection of interests therein under the laws of all jurisdictions, (iv) associated rights for past, present and future income, royalties or other payment with respect thereto, (v) associated rights to sue for any past, present and future damages in relation to any infringement or misappropriation thereof, and (vi) associated goodwill. To the extent the foregoing assignment is ineffective for any reason, Assignor hereby grants to Assignee the exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide right and license (including the right to sublicense through multiple tiers of sublicensees) to make, reproduce, perform, display, modify, create derivative works of, use, sell and otherwise exploit, protect and enforce the Intellectual Property. In addition, Assignor hereby irrevocably and perpetually waives all rights, including, without limitation, all patent rights, copyrights, trademark rights, mask work rights, and moral rights, not owned by, assigned to or licensed to Assignee that Assignor may have in or to the Intellectual Property, and hereby covenants not to bring or participate in any action against Assignee or its successor in interest for infringement of such rights.

3. Further Assurances; Delivery of Documentation. Whenever Assignor is requested to do so by Assignee or its successor in interest, Assignor shall execute any and all applications, assignments, and other instruments which Assignee or its successor in interest deems necessary to apply for and obtain a patent, trademark or other registration for the Intellectual Property in the United States and any other foreign country and to protect by patent, trademark, copyright, or otherwise Assignee's interests in any of the Intellectual Property. Assignor agrees to assist Assignee, upon Assignee's reasonable request and at Assignee's sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property to the extent such assistance is reasonably required to effectively defend such suits or actions, but only to the extent practicably practicable. To the extent that Assignor is in possession or control of any documentation (in whatever form or medium, including electronic media), which relates to the Intellectual Property, and which is not in the possession of Assignee as of the date hereof, Assignor shall transfer such documentation to Assignee promptly following the execution hereof.

4. Successors and Assigns. Assignor hereby acknowledges that the terms and provisions of this Assignment and the respective rights and obligations of Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

5. Recordings. Assignor hereby acknowledges that an executed copy of this Assignment may be filed with the United States Patent and Trademark Office, the United States Copyright Office or with the intellectual property authority of any other country or region, as applicable, by Assignee or its successor in interest at any time.

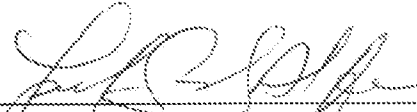
6. Governing Law. The provisions of this Assignment shall be governed and interpreted in all respects pursuant to the substantive laws of the State of Florida without regard to its conflict of laws principles.

[Signature Page Follows]

The undersigned have caused this Assignment to be executed and delivered on the day and year first written above.

**ASSIGNOR:**

**TWELFTH LETTER INC.**, a Florida corporation

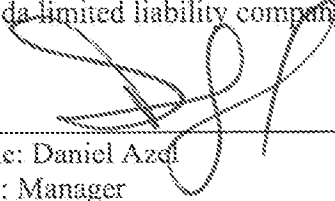
By: 

Name: Lourdes Fernández Alonso

Title: President

**ASSIGNEE:**

**COUNTRY CLUB PARTNERS, LLC**, a Florida limited liability company

By: 

Name: Daniel Azel

Title: Manager