

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/01/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midwest Custom Bottling LLC		11/19/2019	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Dancing Goat Distillery, LLC
Street Address:	909 Vineyard Drive
City:	Cambridge
State/Country:	WISCONSIN
Postal Code:	53523
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5448034	DD
Registration Number:	3321187	DEATH'S DOOR
Registration Number:	3321384	DEATH'S DOOR
Registration Number:	3599671	DEATH'S DOOR DISTILLERY
Registration Number:	5350996	THE STANDARD IN NEW WORLD GIN
Registration Number:	4645919	WONDERMINT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 26263269001
 Email: trademarks@janlaw.com
 Correspondent Name: John E. Munger
 Address Line 1: 601 Lake Ave. 3rd Floor
 Address Line 2: Jansson Munger McKinley & Kirby
 Address Line 4: Racine, WISCONSIN 53403

NAME OF SUBMITTER:	John E. Munger
SIGNATURE:	/John E. Munger/

CH \$165.00 5448034

DATE SIGNED:

01/03/2020

Total Attachments: 18

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and shall be effective *nunc pro tunc* as of August 1, 2019 (the "Effective Date"), by and among, Midwest Custom Bottling LLC, a Wisconsin limited liability company, with its principal offices located at N27W23921 Paul Road, Suite B, Pewaukee, Wisconsin 53072 ("Assignor") and Dancing Goat Distillery, LLC, a Delaware limited liability company, with its principal offices located at 909 Vineyard Drive, Cambridge, Wisconsin 53525 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to (i) the trademarks and trade dress identified in Exhibit A attached hereto, all associated applications and registrations thereof, all related common law rights, and the goodwill associated with the trademarks and trade dress (collectively the "Assigned Trademarks"); and (ii) the domain names, social media accounts, and other intellectual property and other rights and properties identified in Exhibit B attached hereto, all associated applications and registrations thereof, all related common law rights, and the goodwill associated with the domain names, social media accounts, and all other intellectual property rights (collectively the "Assigned Domain Names and Other Rights"), said Assigned Trademarks and Assigned Domain Names and Other Rights having been assigned to Assignor pursuant to the Trademark and Domain Name Assignment with Death's Door Distillery, LLC effective January 11, 2019 and recorded with the United States Patent & Trademark Office on February 6, 2019 at reel/frame 6552/0729, a copy of which is attached hereto as Exhibit C.

WHEREAS, Assignee desires to acquire and Assignor desires to transfer to Assignee, all of Assignor's rights throughout the world in and to the Assigned Trademarks and the Assigned Domain Names and Other Rights, together with the goodwill of the business in connection with which the Assigned Trademarks and/or the Assigned Domain Names and Other Rights are used and which is symbolized by the Assigned Trademarks and/or the Assigned Domain Names and Other Rights and further including, without limitation, the right to any past and future royalties and to recover damages and profits for past and future infringements of the Assigned Trademarks and the Assigned Domain Names and Other Rights.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective *nunc pro tunc* as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the Assigned Trademarks and the Assigned Domain Names and Other Rights and all applications and registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademarks and the Assigned Domain Names and Other Rights are used and which is symbolized by the Assigned Trademarks and the Assigned Domain Names and Other Rights throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to any past and future royalties and to sue for and collect damages and profits for past and future infringements thereof, as applicable, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Where appropriate, the parties authorize and request (i) the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks, to record

Assignee as the assignee and owner of the Assigned Trademarks, and (ii) Assignor shall file all documents and take all actions reasonably necessary to transfer all rights of Assignor in and to the Assigned Domain Names and Other Rights to Assignee, and to ensure that the registration with the applicable registrar or service provider is transferred to Assignee.

Assignor and Assignee hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Trademarks and the Assigned Domain Names and Other Rights by Assignor to Assignee, including, but not limited to, executing additional documents as requested by Assignee, to assist Assignee in perfecting Assignee's rights to the Assigned Trademarks and the Assigned Domain Names and Other Rights and to request that all assigned rights be transferred to Assignee. Without limiting the general applicability of the foregoing, Assignor shall reasonably cooperate with and assist Assignee in the submission of any electronic messages, approvals, or any other documents required by the registrar, service provider, or any other entity responsible for maintaining records of ownership of Internet domain names, to complete the transfer of the registration of the Assigned Domain Names and Other Rights from Assignor to Assignee and ownership of the Assigned Domain Names and Other Rights, in accordance with the registrar's, provider's, or such other entity's policies and procedures.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

Midwest Custom Bottling LLC, a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

Dancing Goat Distillery, LLC, a limited liability company

By: _____

Name: _____


Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the Effective Date.

ASSIGNOR:

MIDWEST CUSTOM BOTTLING LLC, a Wisconsin
limited liability company

By: 

Name: Thomas E. Maas

Title: Manager

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the Effective Date.

ASSIGNEE:

DANCING GOAT DISTILLERY, LLC, a Delaware limited liability company

By: 

Name: Thomas E. Maas

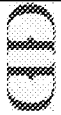
Title: Manager

Exhibit A

EXHIBIT A

Assigned Trademarks

Trademark Registrations:

No.	Mark Name	Country	Status	Reg. No.	App. No	Reg. Date	Int'l Class	Goods
1		United States of America	Registered	5448034	87/607,170	2018-04-17	33	Distilled spirits
2	DEATH'S DOOR	European Union IPO	Registered	1243142	1243142	2015-03-17	33	Distilled spirits
3	DEATH'S DOOR	Singapore	Registered	1243142	1243142	2015-03-17	33	Distilled spirits
4	DEATH'S DOOR	United States of America	Registered	3321187	78/815,573	2007-10-23	33	Vodka
5	DEATH'S DOOR	United States of America	Registered	3321384	78/845,498	2007-10-23	33	Distilled spirits
6	DEATH'S DOOR	International	Registered	1243142	1243142	2015-03-17	33	Distilled spirits
7	DEATH'S DOOR DISTILLERY	United States of America	Registered	3599671	77/354,472	2009-03-31	40	Distillery services
9	THE STANDARD IN NEW WORLD GIN	United States of America	Registered	5350996	86/656,288	2017-12-05	33	Distilled spirits
9	WONDERMINT	United States of America	Registered	4645919	85/915,631	2014-11-25	33	Alcoholic beverages, namely, flavored schnapps

Common Law Trademarks and Trade Dress:


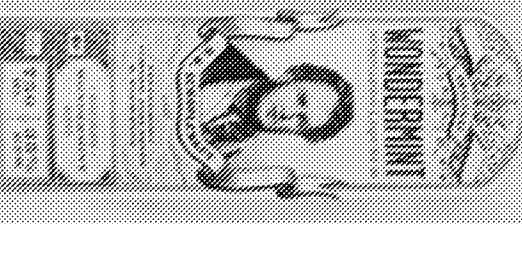
No.	11	12	13	14	15
Description	Death's Door White Whiskey label	Death's Door Gin label	Death's Door Vodka label	Black Earth Bourbon label	Wondermint Schnapps label
Image					

Exhibit B

EXHIBIT B

Assigned Domain Names

The Assigned Domain Names include, without limitation, each of the following (including all username and password access):

- DD Website - <https://www.deathdoorspirits.com/>
- Wondermint Website (it redirects back to DD) – <https://wondermintschmapps.com>
- Death's Door Facebook - <https://www.facebook.com/DeathsDoorSpirits/>
- Wondermint Facebook - <https://www.facebook.com/WondermintW17?fbclid=IwAR01vCmSk4dN6EPj4QndNcovjiVdMvQ2WI-VbickJd5M4z0IXxJNE71XS9>
- Juniper Harvest Facebook - https://www.facebook.com/JuniperHarvest/?fbclid=IwAR3qfC0FSu8BPS10tAb7jWskFmd2wWwOP15535mNXvAA001N221wVeb90s#1005_091717DeathsDoorJuniperHarvestMP1109
- DD Twitter - <https://twitter.com/deathdoor>
- Wondermint Twitter - <https://twitter.com/wondermintW17?fbclid=IwAR01vCmSk4dN6EPj4QndNcovjiVdMvQ2WI-VbickJd5M4z0IXxJNE71XS9>
- Instagram - <https://www.instagram.com/deathdoorspirits/?hl=en>
- YouTube - <https://www.youtube.com/user/DeathsDoorSpirits>
- Mailchimp Account – (used for DD newsletter)
- Pinterest Account
- International Amazon product profile
- Any other online retailer profiles: see <https://www.deathdoorspirits.com/online-retailers>
- Email - info@deathdoorspirits.com
- Google Drive Account

Exhibit C

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (the “**Assignment**”) is made and shall be effective as of 11:59 P.M. (CST), January 11, 2019 (the “**Effective Date**”), by and among, **Death’s Door Distillery, LLC** (“**Distillery**”) and **Death’s Door Spirits, LLC** (“**Spirits**”), both Wisconsin limited liability companies with their principal offices located at 2220 Eagle Drive, Middleton, Wisconsin 53562 (Distillery and Spirits, together, “**Assignors**”), and **Midwest Custom Bottling LLC**, a Wisconsin limited liability company, with its principal offices located at N27W23921 Paul Road, Suite B, Pewaukee, Wisconsin 53072 (“**Assignee**”).

RECITALS

WHEREAS, subject to court approval in the Case (as defined below), one or both Assignors own all right, title, and interest in and to (i) the trademarks and trade dress identified in **Exhibit A** attached hereto, all associated applications and registrations thereof, all related common law rights, and the goodwill associated with the trademarks and trade dress (collectively the “**Assigned Trademarks**”); and (ii) the domain names and other properties identified in **Exhibit B** attached hereto, all associated applications and registrations thereof, all related common law rights, and the goodwill associated with the domain names and other properties (collectively the “**Assigned Domain Names**”)

WHEREAS, Assignors are subject to a Chapter 11 Bankruptcy Case in the United States Bankruptcy Court for the Western District of Wisconsin, Case 3-18-13912 (the “**Case**”);

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of December 20, 2018 (the “**Asset Purchase Agreement**”), by and among Assignee and Assignors, Assignee shall acquire all of Assignors’ rights throughout the world in and to the Assigned Trademarks and the Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Trademarks and/or the Assigned Domain Names are used and which is symbolized by the Assigned Trademarks and/or the Assigned Domain Names and further including, without limitation, the right to any past and future royalties and to recover damages and profits for past and future infringements of the Assigned Trademarks and Assigned Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignors hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Assigned Trademarks and the Assigned Domain Names and all applications and registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademarks and/or the Assigned Domain Names are used and which is symbolized by the Assigned Trademarks and/or the Assigned Domain Names throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to any past and future royalties and to sue for and collect damages and profits for past and future infringements thereof, as applicable, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignors had this Assignment not been made.

The parties authorize and request the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks, to record Assignee as the

assignee and owner of the Assigned Trademarks. Assignors shall file all documents and take all actions reasonably necessary to transfer all rights of Assignors in and to the Assigned Domain Names to Assignee, and to ensure that the registration with the applicable registrar is transferred to Assignee.

Assignee and Assignors hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Trademarks and the Assigned Domain Names by Assignors to Assignee, including, but not limited to, executing additional documents as requested by Assignee to assist Assignee in perfecting Assignee's rights to the Assigned Domain Names and to request that the registrations be transferred to Assignee. Without limiting the general applicability of the foregoing, Assignors shall reasonably cooperate with and assist Assignee in the submission of any electronic messages, approvals, or any other documents required by the registrar (or any other entity responsible for maintaining records of ownership of Internet domain names) to complete the transfer of the registration of the Assigned Domain Names from Assignors to Assignee and ownership of the Assigned Domain Names, in accordance with the registrar's (or such other entity's) policies and procedures.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignors. In case of contradiction between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark and Domain Name Assignment as of the Effective Date.

“ASSIGNORS”:

Death’s Door Distillery, LLC, a Wisconsin
limited liability company

By: 

Name: Brian Ellison

Title: President

Date: 1/11/2019

“ASSIGNEE”:

Midwest Custom Bottling LLC, a Wisconsin
limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Death’s Door Spirits, LLC, a Wisconsin
limited liability company

By: 

Name: Brian Ellison

Title: President

Date: 1/11/2019

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark and Domain Name Assignment as of the Effective Date.

"ASSIGNORS":

Death's Door Distillery, LLC, a Wisconsin limited liability company

By: _____

Name: Brian Ellison

Title: President

Date: _____

Death's Door Spirits, LLC, a Wisconsin limited liability company

By: _____

Name: Brian Ellison

Title: President

Date: _____

"ASSIGNEE":

Midwest Custom Bottling LLC, a Wisconsin limited liability company

By: Thomas E. Maas

Name: Thomas E. Maas

Title: Chairman

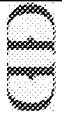
Date: 1/11/19

[Signature Page to Trademark and Domain Name Assignment]

EXHIBIT A

Assigned Trademarks

Trademark Registrations and Applications:

No.	Mark Name	Country	Status	Reg. No.	App. No	Reg. Date	Int'l Class	Goods
1		United States of America	Published	5448034	87/607,170	2018-04-17	33	Distilled spirits
2	DEATH'S DOOR	European Union IPO	Registered	1243142	1243142	2015-03-17	33	Distilled spirits
3	DEATH'S DOOR	Singapore	Registered	1243142	1243142	2015-03-17	33	Distilled spirits
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9	THE STANDARD IN NEW WORLD GIN	United States of America	Registered	5350996	86/656,288	2017-12-05	33	Distilled spirits
9	WONDERMINT	United States of America	Registered	4645919	85/915,631	2014-11-25	33	Alcoholic beverages, namely, flavored schnapps
10	BLACK EARTH	United States of America	Published		88/036,116		33	Distilled spirits

Common Law Trademarks and Trade Dress:

No.	11	12	13	14	15
Description	Death's Door White Whiskey label	Death's Door Gin label	Death's Door Vodka label	Black Earth Bourbon label	Wondermint Schnapps label
Image	