

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLAVIAR, INC.		02/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUPERMASSIVE BEVERAGE COMPANY, LLC		
Street Address:	244 Firth Avenue		
Internal Address:	Suite F247		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5515188	DEER, BEAR AND MOOSE	
Registration Number:	5444975	SON OF A PEAT	
Registration Number:	5698123	LARGA VIDA	
Serial Number:	88518308	CORN TROOPER	
CORRESPONDENCE DATA			
Fax Number:	2158325329		
<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>			
Phone:	2155695329		
Email:	tkelly@blankrome.com		
Correspondent Name:	Thomas H. Kelly		
Address Line 1:	Blank Rome LLP, One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Thomas H. Kelly		
SIGNATURE:	/Thomas H. Kelly/		
DATE SIGNED:	02/24/2020		
Total Attachments: 4			

OP \$115.00 5515188

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 19, 2020, is made by FLAVIAR, INC. (“**Assignor**”), a Delaware corporation, located at 244 Fifth Avenue, Suite F247, New York, NY 10001, in favor of SUPERMASSIVE BEVERAGE COMPANY, LLC (“**Assignee**”), a Delaware limited liability company, located at 244 Fifth Avenue, Suite F247, New York, NY 10001, the transferee of certain assets of Assignor pursuant to a Contribution Agreement among Assignor, Assignee and Flaviar, LLC, dated as of the date hereof (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and

delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants and agreements contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

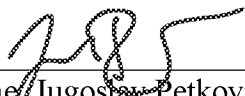
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

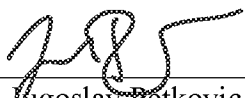
FLAVIAR, INC.

By: 
Name: Jugoslav Petkovic
Title: Chief Executive Officer
Address for Notices: 244 Fifth Avenue, Suite
F247, New York, NY 10001

AGREED TO AND ACCEPTED:

SUPERMASSIVE BEVERAGE COMPANY,
LLC

BY: FLAVIAR, INC., its sole member

By: 
Name: Jugoslav Petkovic
Title: Chief Executive Officer
Address for Notices: 244 Fifth Avenue, Suite
F247, New York, NY 10001

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
DEER, BEAR & MOOSE	U.S.A.	5,515,188	July 10, 2018
SON OF A PEAT	U.S.A.	5,444,975	April 10, 2018
LARGA VIDA	U.S.A.	5,698,123	March 12, 2019

Unregistered Trademarks

Mark	Jurisdiction	Application Number	Application Date
CORN TROOPER	U.S.A.	88/518,308	July 17, 2019
FREROT	N/A	N/A	N/A