

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinacria, Inc.		01/28/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Fratelli Branca Distillerie S.r.l.		
Street Address:	Via Broletto 35		
City:	Milan		
State/Country:	ITALY		
Postal Code:	I-20121		
Entity Type:	Società a Responsabilità Limitata: ITALY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88478018	FERNET ABOUT IT	
Registration Number:	5834424	FERNET ABOUT IT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3034732873		
Email:	docket@hollandhart.com		
Correspondent Name:	Larry H. Tronco, Holland & Hart, LLP		
Address Line 1:	PO Box 8749		
Address Line 2:	Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	FERNET ABOUT IT		
DOMESTIC REPRESENTATIVE			
Name:	Larry H. Tronco, Holland & Hart, LLP		
Address Line 1:	PO Box 8749		
Address Line 2:	Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
NAME OF SUBMITTER:	Larry H. Tronco		

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SIGNATURE:	/LARRY H. TRONCO/
DATE SIGNED:	03/03/2020
Total Attachments: 2 source=FernetAboutIt Trademark Assignment and Release#page1.tif source=FernetAboutIt Trademark Assignment and Release#page2.tif	

Trademark Assignment and Release

This Trademark Assignment and Release (the "Agreement"), effective as of the date of the Assignor's signature below, is between Fratelli Branca Distillerie S.r.l., an Italian company located at Via Broletto 35, Milan 20121, Italy ("Assignee" or "Fratelli Branca") and Trinacria, Inc., a Nevada corporation located at 2073 Canvas Edge Drive, Las Vegas, NV 89044, United States of America ("Assignor" or "Trinacria").

RECITALS

WHEREAS, Fratelli Branca is based in Milan, Italy and produces liqueurs, digestifs and brandies, including FERNET-BRANCA, an amaro bitter liqueur, created in 1845.

WHEREAS, Fratelli Branca first began using the tagline FERNET ABOUT IT in the early 2000s and has used it continuously in the United States in connection with social media, websites, related advertising and clothing.

WHEREAS, on or about January 2019, Trinacria began using the identical tagline FERNET ABOUT IT in connection with clothing, namely, hats and t-shirts.

WHEREAS, Trinacria obtained US Registration No. 5834424 (Hats; T-shirts) and filed US App. Ser. No. 88478018 (Embroidered patches for clothing; Ornamental novelty pins) for the mark FERNET ABOUT IT (the "Trademarks").

WHEREAS, Fratelli Branca objects to Trinacria's use and registration of the Trademarks.

WHEREAS, the Parties wish to avoid legal action and enter into this agreement to resolve and settle their differences.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which the parties expressly acknowledge, the Assignor agrees that all rights, title and interest to the Trademarks, registered or unregistered, along with all related goodwill, are hereby assigned and transferred to Assignee.

1. In full consideration for assigning ownership of the Trademarks, within five (5) business days of the last signature below, the Assignee agrees to reimburse Assignor in the amount of US\$3500 for costs and expenses made payable to:

Trinacria, Inc.
2073 Canvas Edge Dr.
Henderson, NV 89044



2. Assignor warrants and represents it is the present owner of the Trademarks and has full authority to enter into this Agreement. Assignor further warrants there are no past, pending or threatened third party legal claims with respect to the use or registration of the Trademarks.

3. The Assignee hereby releases Assignor from, and covenants not to sue Assignor, for any claim or cause of action, whether known or unknown, for infringement or any other claim or cause of action based upon or relating to the Assignor's use of the Trademarks prior to the Effective Date of this Agreement.

4. The Assignor agrees it shall not use the Trademarks now or in the future and shall not seek to register the Trademarks, or any confusingly similar marks, in the future, nor shall Assignor challenge, oppose or otherwise seek to challenge the validity or ability of the Assignee to use the marks.

5. The Assignor will, without further consideration, cooperate with Assignee and, if necessary, will execute any documents requested by Assignee related to maintaining or enforcing the Trademarks as reasonably requested by Assignee.

IN WITNESS WHEREOF, the Parties, by themselves or their duly authorized representative, have executed this Agreement.

FRATELLI BRANCA DISTILLERIE S.R.L.
(Assignee)



By: Niccolò Branca
Title: Chairman
Date: 28 / 01 / 2020

TRINACRIA, INC.
(Assignor)



By: Nicholas Palmeri
Title: CEO
Date: January, 28, 2020