

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Nectar Spirits Company, LLC		02/25/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BNMIP1, LLC		
Street Address:	3300 S. Dixie Hwy, Suite 1-778		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33405		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4056888	DON MIGUELON BLUE NECTAR	
Registration Number:	4071147	BLUE NECTAR	
Registration Number:	4382139	BLUE NECTAR	
Registration Number:	4646619	BLUE NECTAR	
Registration Number:	4646620		
Registration Number:	4074457		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	561653500		
Email:	ip@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	777 S. Flagler Dr., Ste. 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	13006-0 0367387		
NAME OF SUBMITTER:	Mammen P. Zachariah, Jr.		
SIGNATURE:	/Mammen P. Zachariah, Jr./		
DATE SIGNED:	03/17/2020		

CH \$165.00 4056888

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 25, 2020 by and between BNMIPI, LLC, a Florida limited liability company ("Assignee"), and Blue Nectar Spirits Company, LLC, a Florida limited liability company (the "Assignor").

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A attached to and incorporated in this Assignment, and all other rights appurtenant, including, but not limited to common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the "Trademarks").

WHEREAS, Assignor is transferring to Assignee certain assets that Assignee is acquiring from Assignor, and thereby becoming the successor to Assignor's business to which the Trademarks pertain, which business is ongoing and existing.

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks.

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights in and to the Trademarks and registrations issuing therefrom, and all the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably and perpetually assigns, conveys, delivers, grants, sells and transfers to Assignee all right, title and interest throughout the world (including, without limitation, all rights provided by international conventions and treaties) in and to (i) the Trademarks and registrations issuing therefrom, together with the goodwill of the business symbolized thereby, (ii) all damages, income, payments and royalties now or hereafter due or payable in respect to the Trademarks; (iii) all causes of action, either in law or in equity, for past, present, or future infringement based on the Trademarks or any portions thereof, together with the right to sue for and collect, counterclaim and recover for the same; and (iv) all applications and registrations and the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority. Assignor further waives or releases any rights of restraint or moral rights in and to the Trademarks.

Assignor further agrees to execute any and all affidavits, applications, assignments, declarations, and powers of attorney, and any other agreements, certificates, documents or other instruments, necessary or appropriate to evidence, maintain, perfect or secure such rights, title and interest assigned, conveyed, delivered, granted, sold and transferred hereby in and to Assignee and its assigns, heirs, successors and legal representatives.

[Signature page follows.]

Executed as of the date first written above.

BNMIP1, LLC

By: Patrick M. McGeehan
Name: Patrick McGeehan
Title: Chairman CEO

Blue Nectar Spirits Company, LLC

By: _____
Name: BN Bahadur
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

4829-3848-4661.2


TRADEMARK
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Executed as of the date first written above.

BNMIP1, LLC

By: _____
Name: _____
Title: _____

Blue Nectar Spirits Company, LLC

By: 
Name: BN Bahadur
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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SCHEDULE A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Date of Registration</u>	<u>Registration No.</u>
Don Miguelon Blue Nectar	United States	11/15/11	4,056,888
Blue Nectar	United States	12/13/11	4,071,147
Blue Nectar	United States	8/13/13	4,382,139
Design mark	United States	11/25/14	4,646,619
Design mark	United States	11/25/14	4,646,620
Design mark	United States	12/20/11	4,074,457
Blue Nectar logo	Mexico	9/4/14	1477729
Blue Nectar logo	Mexico	9/4/14	1477730
Blue Nectar	Mexico	8/6/10	1172675 ¹
Blue Nectar	Canada	6/20/19	1852537

¹ NOTE: This registration was due for renewal on November 26, 2019. There is a six-month grace period for renewal in Mexico, and the Company may renew at its election.