

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chas. M. Sledd Company		03/27/2020	Corporation: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Team Sledd, LLC		
Street Address:	100 East Cove Extension		
City:	Wheeling		
State/Country:	WEST VIRGINIA		
Postal Code:	26003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4668153	CORNER ETERY	
Registration Number:	4657875	CURB CAFE'	
Registration Number:	4791414	CUPSTER	
CORRESPONDENCE DATA			
Fax Number:	4122598892		
<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:	4126004769		
Email:	john@johnedsonlaw.com		
Correspondent Name:	John Edson		
Address Line 1:	100 Hazel Lane, Suite 300		
Address Line 4:	Sewickley, PENNSYLVANIA 15143		
NAME OF SUBMITTER:	John Edson		
SIGNATURE:	/john edson/		
DATE SIGNED:	04/16/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated March 27, 2020 (this "Trademark Assignment"), is made, executed and delivered by Chas. M. Sledd Company, a West Virginia corporation ("Assignor"), in favor of Team Sledd, LLC (formerly known as Rony I, LLC), a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, AMCON Distributing Company, a Delaware corporation ("AMCON"), and Assignee have entered into that certain Contribution Agreement, dated January 3, 2020, as amended to date (as so amended, the "Contribution Agreement"), pursuant to which Assignor agreed, as a part of its capital contribution to Assignee, to convey, transfer, assign and deliver to Assignee, on the Closing Date, substantially all of the assets and properties owned by Sledd and used by it in the Team Sledd Business, including Intellectual Property; and

WHEREAS, this Trademark Assignment is a closing deliverable under Section 8.6(b) of the Contribution Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Contribution Agreement.

2. Assignment. Assignor hereby assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark, service mark, trade dress, trade name, logo, slogan, name, and other indicia of origin identified in Attachment A to this Trademark Assignment, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.

3. Terms of the Contribution Agreement. This Trademark Assignment is being delivered by Assignor pursuant to the Contribution Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Contribution Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or AMCON thereunder. In the event of a conflict between this Trademark Assignment and the Contribution Agreement, the terms of the Contribution Agreement shall govern and control in all respects.



4. Applicable Law. This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

5. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Trademark Assignment may be delivered by facsimile and by scanned .pdf image.

[Signature page to follow]

ATTACHMENT A TO
TRADEMARK ASSIGNMENT

MARKS

Mark	Application No.	Registration No.	Registration Date
CORNER ETERY 	85/882,372	4,668,153 (US)	January 6, 2015
Curb Café 	86/007,863	4,657,875 (US)	December 16, 2014
CUPSTER 	86/179,095	4,791,414 (US)	August 11, 2015