

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Domaine Select Wine & Spirits, LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Live Brands Holdings, LLC		
Street Address:	2031 Harrison Street		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5306654	POLAND SELECT WODKA VODKA SILNA JAKO SER	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<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:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq.		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		
SIGNATURE:	/monica b. mason/		
DATE SIGNED:	08/19/2020		
Total Attachments: 4			
source=Executed Trademark Assignment POLAND SELECT#page1.tif			
source=Executed Trademark Assignment POLAND SELECT#page2.tif			
source=Executed Trademark Assignment POLAND SELECT#page3.tif			
source=Executed Trademark Assignment POLAND SELECT#page4.tif			

CH \$40.00 5306654

EXHIBIT A

to

Bill of Sale and Assignment and Assumption Agreement

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of this 31st day of January, 2020 (the “Effective Date”), by Domaine Select Wine & Spirits, LLC, a Delaware limited liability company (“Assignor”) and Live Brands Holdings, LLC, a Delaware limited liability company (“Assignee”). BAF II Brands Holdings, Inc. (“BAF II Holdings”) is the purchaser of the Trademark (as defined below) and has designated Live Brands Holdings, LLC as “Assignee” hereunder pursuant to that certain Contribution Agreement by and between BAF II Holdings and Live Brands Holdings, LLC of even date herewith.

WHEREAS, Assignor is the owner of all right, title and interest in and to the following mark, including the corresponding U.S. Trademark Registration shown below (the “Trademark”):

<u>Mark</u>	<u>Registration No.</u>
POLAND SELECT WODKA (STYLIZED)	5,306,654

WHEREAS, Assignor and Assignee are party, along with the other parties thereto, to that certain Bill of Sale and Assignment and Assumption Agreement pursuant to which Assignor agreed to assign to Assignee, as BAF II Holdings’ designee, all of its ownership, right, title and interest in and to the Trademark and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee, all right, title, interest and ownership in and to the Trademark and related goodwill, free and clear of all liens, claims and encumbrances other than the pledge thereof made in favor of Rosenthal & Rosenthal, Inc., a New York corporation, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns and transfers to Assignee all right, title and interest in and to Trademark, including the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademark, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Trademark and the rights thereto.

2. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.


3. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law.

[SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

ASSIGNOR:
Domaine Select Wine & Spirits, LLC, a
Delaware limited liability company

ASSIGNEE:
LIVE BRANDS HOLDINGS, LLC, a Delaware
limited liability company

DocuSigned by:

By: Hill Flynn, its CEO

By: _____
Daniel M. Holtz, its Co-Manager

By: _____
Jorge Mora, its Co-Manager

AGREED AND ACKNOWLEDGED BY:
BAF II Brands Holdings, Inc., a Florida
corporation

By: Daniel M. Holtz, its Director

By: Jorge Mora, its Director

[SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

ASSIGNOR:
Domaine Select Wine & Spirits, LLC, a
Delaware limited liability company

ASSIGNEE:
LIVE BRANDS HOLDINGS, LLC, a Delaware
limited liability company

By: Hill Flynn, its CEO

By: _____
Daniel M. Holtz, its Co-Manager

By: _____
Jorge Mora, its Co-Manager

AGREED AND ACKNOWLEDGED BY:
BAF II Brands Holdings, Inc., a Florida
corporation

By: Daniel M. Holtz, its Director

By: Jorge Mora, its Director

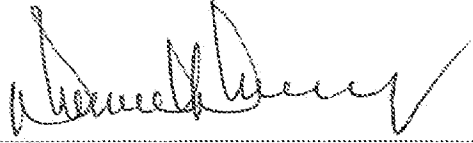
[SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

ASSIGNOR:
Domaine Select Wine & Spirits, LLC, a
Delaware limited liability company

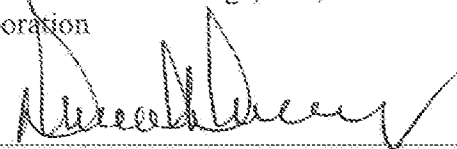
ASSIGNEE:
LIVE BRANDS HOLDINGS, LLC, a Delaware
limited liability company

.....
By: Hill Flynn, its CEO

By: 
.....
Daniel M. Holtz, its Co-Manager

By:
Jorge Mora, its Co-Manager

AGREED AND ACKNOWLEDGED BY:
BAF II Brands Holdings, Inc., a Florida
corporation


.....
By: Daniel M. Holtz, its Director

.....
By: Jorge Mora, its Director