

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597890

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900563106		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bison Capital, LLC		08/07/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Western Spirits Beverage Company, LLC		
Street Address:	735 E Venice Avenue, Suite 200		
City:	Venice		
State/Country:	FLORIDA		
Postal Code:	34285		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4415394	LEXINGTON	
Registration Number:	4048232	KRÜ 82 VODKA	
Registration Number:	4191140	KRU 82	
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:	9414884422		
Email:	Greg@bettertonlaw.com		
Correspondent Name:	Greg Betterton		
Address Line 1:	735 E Venice Avenue		
Address Line 2:	Suite 200		
Address Line 4:	Venice, FLORIDA 34285		
NAME OF SUBMITTER:	Greg Betterton		
SIGNATURE:	/greg betterton/		
DATE SIGNED:	09/16/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is by and between Bison Capital, LLC, ("Assignor") and Western Spirits Beverage Company, LLC. ("Assignee").

WHEREAS, Assignor, is the owner of those certain trademarks identified as follows: KRU 82 (4,191,140), KRÜ 82 Vodka (4,048,232) and Lexington (4,415,394), the "Trademarks"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. **Assignment.** For the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, Assignor does hereby agree to assign to Assignee, effective as of August 7th, 2020, all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks, in accordance with the attached Exhibit "A" ("Trademark Assignment").

2. **Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement for a period not to exceed thirty (30) days.


Date: August 7th, 2020

ASSIGNOR

ASSIGNEE



Greg Betterton, Manager



Tim Livesay, President

TRADEMARK ASSIGNMENT

This Agreement, dated August 7th, 2020, is by and between BISON CAPITAL, LLC ("Assignor") and WESTERN SPIRITS BEVERAGE COMPANY, LLC, ("Assignee").

WHEREAS, Assignor, is the owner of those certain trademarks set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire all right, title, and interest of the Assignor in the Trademarks.

NOW, the parties agree as follows:

1. **Assignment**. For the sum of TEN Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Representations and Warranties**. As of the Effective Date, Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **Agreement to Perform Necessary Acts**. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement for a period not to exceed sixty (60) days.

BISON CAPITAL, LLC

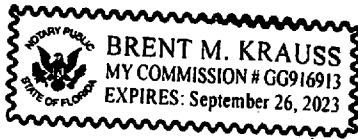
WESTERN SPIRITS BEVERAGE COMPANY, LLC

By: [Signature]
Name: Greg Betterton
Title: Manager

By: [Signature]
Name: Tim Livesay
Title: President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of August, 2020, by Greg Betterton, the Manager of BISON CAPITAL, LLC, who is personally known to me.



[Signature]
Notary Public, State of Florida
Print name: Brent Krauss

My Commission Expires:

STATE OF Kentucky
COUNTY OF Warren

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of August, 2020, by Tim Livesay, the President of WESTERN SPIRITS BEVERAGE COMPANY, LLC, who is personally known to me or who produced _____ as identification.

[Signature]
Notary Public, State of Kentucky
Print name: G Renee Lamb

My Commission Expires: 8/30/2022

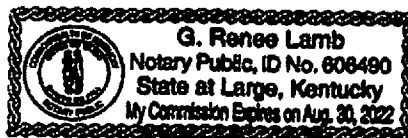


Exhibit A

Trademark	Type	Filing Date	Serial Number	Registration Number
Lexington	Distilled Spirits	December 13, 2011	85/494,047	4,415,394
Krü 82 Vodka	Distilled Spirits, namely, Vodka	February 3, 2011	85/233,142	4,048,232
Kru 82	Distilled Spirits, namely, Vodka	May 12, 2010	85/036,330	4,191,140