

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Castle Brands Inc.		09/01/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Luxco, Inc.		
Street Address:	5050 Kemper Ave.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63139		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2872936	BRADY'S	
Registration Number:	4064299	CELTIC HONEY	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	pto-sl@huschblackwell.com		
Correspondent Name:	Michelle Alvey		
Address Line 1:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	713062.1409		
NAME OF SUBMITTER:	Nicole Anderson		
SIGNATURE:	/Nicole Anderson/		
DATE SIGNED:	09/17/2020		
Total Attachments: 5			
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U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT, dated as of September 1, 2020 (the "Assignment"), is made by and between CASTLE BRANDS INC., a Florida corporation ("Assignor"), and LUXCO, INC., a Missouri corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the "APA"), pursuant to which Assignee has purchased from Assignor, and Assignor has sold, assigned and transferred to Assignee, the Acquired Assets, and Assignee has assumed from Assignor, and Assignor has assigned and transferred to Assignee, the Assumed Liabilities (capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the APA); and

WHEREAS, Assignor and/or its affiliates have adopted, used or are using the marks set forth on Exhibit A hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned U.S. Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's and/or its affiliates' right, title and interest in and to the Assigned U.S. Marks, together with the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all of the right, title and interest of Assignor and/or its affiliates in and to the Assigned U.S. Marks, which include without limitation all of the following: (i) all federal, state, local, statutory and common law and other rights therein, the exclusive right to apply for and maintain all registrations and applications for registrations thereof (and all extensions and renewals of such registrations and applications), and the goodwill of the Irish Brands Business connected with the use thereof and symbolized thereby, free and clear of any Liens; (ii) all of the rights of priority therein in any jurisdiction as may now or hereafter be granted to Assignor and/or its affiliates by applicable Laws; (iii) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued; (iv) all of the rights, interests, claims and demands recoverable in law or equity that Assignor and/or its affiliates have or may have in profits and damages for past, present and future infringements, violations or misappropriations of the Assigned U.S. Marks, including but not limited to the right to compromise, sue for and collect such profits and damages; and (v) all other rights and interests arising out of or related to the Assigned U.S. Marks; the same to be held and enjoyed by Assignee, its successors and

assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor and/or its affiliates if this Assignment had not been made.

Both parties shall, and shall cause their affiliates to, execute and deliver such further instruments of transfer and assumption or such other documents, and take such actions, as the other party may reasonably request in order to effect the purposes of this Assignment and to carry out the terms hereof, in each case subject to the other terms and conditions of this Assignment and applicable Law.

This Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the United States for trademark issues, and for all other matters, the Laws of the State of Delaware (without giving effect to its principles or rules of conflict of Laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of Laws of any other jurisdiction), including but not limited to matters of validity, construction, effect, performance and remedies.


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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first written above.

CASTLE BRANDS INC.

By: *S. Nicholas Papanicolaou*
Name: Nick Papanicolaou
Title: Authorized Signatory

LUXCO, INC.

By: 
Name: Donn Lux
Title: Chairman and CEO

[Signature Page to Castle Brands Inc. US Trademark Assignment]

TRADEMARK
REEL: 007054 FRAME: 0511

EXHIBIT A

Trademark Registrations

Trademark	Filing Date	Filing Number	Registration Date	Registration Number
BRADY'S	05-19-2003	76515457	08-10-2004	2872936
CELTIC HONEY	08-03-2010	85099436	11-29-2011	4064299