

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beach Whiskey, LLC		02/03/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BW Spirits LLC		
Street Address:	201 Rouse Boulevard		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87243913	1 AMERICAN BEACH	
Registration Number:	5342400	AMERICAN BEACH	
Registration Number:	4066829	AMERICAN HARVEST	
Registration Number:	3990795	AMERICAN HARVEST	
Serial Number:	87033350	AMERICAN BEACH WHISKEY	
Serial Number:	88862838	ATOMIC GHOST	
Serial Number:	87164948	BEACH BRIDE	
Registration Number:	5324828	BEACH IT	
Serial Number:	87381614	BEACH PRIDE	
Serial Number:	87016403	BEACH WHISKEY	
Registration Number:	5670680	BEACH WHISKEY	
Registration Number:	5336504	DAY DRINKABLE WHISKEY	
Registration Number:	4126517	ONE NATION. ONE SPIRIT.	
Registration Number:	5590722	OWN THE BEACH	
Serial Number:	88862821	SAVAGE STILL	
Registration Number:	5342045	THE PARTY IS NOW	
Registration Number:	5336505	WHISKEY REIMAGINED	
CORRESPONDENCE DATA			

OP \$440.00 87243913

Fax Number:

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.

Phone: 2128832229
Email: bpolito@cozen.com
Correspondent Name: Brianne L. Polito
Address Line 1: 3 World Trade Center
Address Line 2: 175 Greenwich Street
Address Line 4: NEW YORK, NEW YORK 10007

NAME OF SUBMITTER:	Brianne L. Polito
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SIGNATURE:	/Brianne L. Polito/
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DATE SIGNED:	02/11/2021
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Total Attachments: 6

source=1776 Spirits_Beach Whiskey_Trademark Assignment - Beach Whiskey LLC (Executed) (003)#page1.tif
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TRADEMARK ASSIGNMENT

THIS IS A TRADEMARK ASSIGNMENT (this “**Assignment**”), dated and effective as of February 3, 2021 (the “**Effective Date**”), by and between BEACH WHISKEY, LLC, a Delaware limited liability company with an address located at 2521 Foxy Poise Rd., Louisville, KY 40220 (the “**Assignor**”), and BW SPIRITS LLC, a Delaware limited liability company with an address located at 201 Rouse Boulevard, Philadelphia, PA 19112 (the “**Assignee**”). Each of the Assignor and the Assignee are sometimes hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as hereinafter defined).

RECITALS:

WHEREAS, Assignor and 1776 Spirits Holdings LLC (“**1776 Holdings**”) are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which certain assets and rights owned by the Assignor and used in the Acquired Business shall be transferred and assigned to the 1776 Holdings or its designed direct or indirect subsidiary; and

WHEREAS, the Parties wish to formally confirm through this Assignment the sale, assignment and transfer of the Marks (as hereinafter defined) as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor agrees as follows:

1. Assignment. Effective as of the Effective Date, the Assignor hereby irrevocably sells, assigns, transfers and conveys unto the Assignee any and all right, title and interest in the following that are owned by the Assignor:

(a) the trademarks, service marks and registrations listed on Schedule A attached hereto (collectively, the “**Marks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

(b) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks from and after the Effective Date; and

(c) all claims or causes of action the Assignor has or may have in connection with the Marks, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of the Marks;

all the foregoing to be held and enjoyed by the Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by the Assignor had this Assignment not been made.

2. Further Assurances. The Assignor covenants and agrees that it shall, at the reasonable request of the Assignee or its legal counsel, execute, acknowledge and deliver all such

further documents assignments, transfers and powers of attorney and perform or provide all such further acts, deeds and assurances as may be required to carry out the intent and purpose of this Assignment and to transfer and vest title to and in the Marks to the Assignee; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Binding Agreement. This Assignment shall be binding upon and shall inure to the benefit of the Assignor and the Assignee and their respective successors and assigns, and all others acting by, through, with or under the Assignor's direction and all those in privity therewith.

5. Amendment. This Assignment shall not be amended, supplemented or changed except by an agreement in writing that is signed by the Parties.

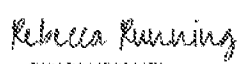
6. Counterparts; Electronic Execution. This Assignment may be executed in counterparts (each of which shall become effective when counterparts have been signed by each party and delivered to the other party (including delivery by facsimile, electronic mail or any other electronic signature as set forth in the following sentence)). Counterparts may be delivered by facsimile, electronic mail (including, without limitation, Portable Document Format (.pdf) or any electronic signature complying with the Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000 (e.g., www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to constitute an original signature, have been duly and validly delivered and be deemed the same as a handwritten signature for the purposes of validity, enforceability and admissibility pursuant to the ESIGN Act, the Uniform Electronic Transactions Act (UETA) model law or similar applicable Laws.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

BEACH WHISKEY, LLC

DocuSigned by:
By: 
Name: REBECCA Running
Title: CEO

ASSIGNEE:

BW SPIRITS LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.


ASSIGNOR:

BEACH WHISKEY, LLC

By:.....
Name:
Title:

ASSIGNEE:

BW SPIRITS LLC

By: .....
Name: David J. Adelman
Title: Managing Member

SCHEDULE A

Marks

	<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No./ Application No.</u>	<u>Registration No.</u>	<u>Live/Dead Status</u>
1.	United States	1 AMERICAN BEACH	87243913	-	DEAD
2.	United States	AMERICAN BEACH	87243898	5342400	LIVE
3.	United States	AMERICAN HARVEST	85303831	4066829	LIVE
4.	United States	AMERICAN HARVEST	77888886	3990795	LIVE
5.	United States	AMERICAN BEACH WHISKEY	87033350	-	DEAD
6.	United States	ATOMIC GHOST	88862838	-	LIVE
7.	United States	BEACH BRIDE	87164948	-	DEAD
8.	United States	BEACH IT	87003934	5324828	LIVE
9.	United States	BEACH PRIDE	87381614	-	LIVE
10.	United States	BEACH WHISKEY	87016403	-	DEAD
11.	United States	BEACH WHISKEY	86515673	5670680	LIVE
12.	United States	DAY DRINKABLE WHISKEY	87151712	5336504	LIVE
13.	United States	ONE NATION. ONE SPIRIT.	85215869	4126517	LIVE
14.	United States	OWN THE BEACH	87003941	5590722	LIVE
15.	United States	SAVAGE STILL	88862821	-	LIVE
16.	United States	THE PARTY IS NOW	87164834	5342045	LIVE
17.	United States	WHISKEY REIMAGINED	87151720	5336505	LIVE
18.	Canada	AMERICAN HARVEST	1483591	921934	-
19.	Canada	ONE NATION. ONE SPIRIT.	1535404	925101	-

	<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No./ Application No.</u>	<u>Registration No.</u>	<u>Live/Dead Status</u>
20.	European Union (EUTM & RCD)	AMERICAN HARVEST	9153925	9153925	-
21.	European Union (EUTM & RCD)	ONE NATION. ONE SPIRIT.	10116168	10116168	-
22.	Mexico	ONE NATION. ONE SPIRIT.	1193582	1257651	-
23.	U.K.	AMERICAN HARVEST	UK00909153925	UK00909153925	-
24.	U.K.	ONE NATION. ONE SPIRIT.	UK00910116168	UK00910116168	-