

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626249

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alltech, Inc.		02/08/2021	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alltech's Beverage Division, LLC		
<b>Street Address:</b>	3031 Catnip Hill Road		
<b>City:</b>	Nicholasville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40356		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6165833	KENTUCKY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025881965		
<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>			
<b>Phone:</b>	502-625-2865		
<b>Email:</b>	jdages@middletonlaw.com		
<b>Correspondent Name:</b>	Joseph R. Dages		
<b>Address Line 1:</b>	401 South Fourth Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Joseph R. Dages		
<b>SIGNATURE:</b>	/Joseph R. Dages/		
<b>DATE SIGNED:</b>	02/14/2021		
<b>Total Attachments: 3</b>			
source=Trademark Assignment Agreement Alltech & ABD - KENTUCKY & Design#page1.tif			
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source=Trademark Assignment Agreement Alltech & ABD - KENTUCKY & Design#page3.tif			

OP \$40.00 6165833

## Trademark Assignment Agreement

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (including all schedules hereto, this “Trademark Assignment”) is effective as of the 8th day of February, 2021 (the “Effective Date”) by and between Alltech, Inc., a Kentucky corporation (“Assignor”), and Alltech’s Beverage Division, LLC, a Kentucky limited liability company (“Assignee”).

**WHEREAS**, Assignor has agreed to assign, transfer and convey to Assignee, and Assignee has agreed to acquire from Assignor, certain intellectual property rights of Assignor in accordance with the terms of this Trademark Assignment;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor: (a) the trademarks set forth on Schedule 1; (b) all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule 1 hereto in the jurisdictions therein, including the trademark registrations and trademark applications therein, together with the goodwill symbolized thereby and, all rights of any kind of Assignor accruing under any of the foregoing that are provided by the applicable law of any jurisdiction (collectively, the “Assigned Trademark Rights”); (c) the right to collect royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Trademark Rights; and (d) all claims and causes of action with respect to any of the foregoing, whether accruing before, at, or after the Effective Date, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present or future infringement, misappropriation, dilution, misuse or violation of the Assigned Trademark Rights, in each case to have and to hold the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such rights.

2. Recordation and Further Action. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by Assignee. Upon Assignee’s reasonable request and at Assignee’s sole cost and expense, Assignor shall promptly execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be necessary to effect, perfect, or record this Trademark Assignment and the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Miscellaneous. This Trademark Assignment, together with any earlier agreement between them regarding the subject matter hereof, constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, altered, amended or changed except in writing signed by both parties hereto. This Trademark Assignment may be executed in any number of counterparts (including by .pdf or other electronic signatures, which shall have the same force and effect as if the signature were an original), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Trademark Assignment shall be governed by and construed in

accordance with the laws of the State of New York (without regard to the choice of law provisions thereof).

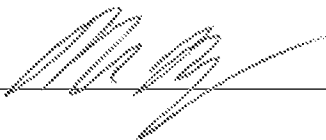
**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

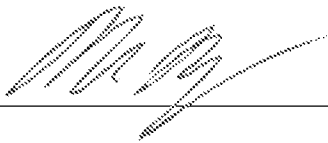
**ALLTECH, INC.**

**ALLTECH'S BEVERAGE DIVISION,  
LLC**

**ASSIGNOR**

**ASSIGNEE**

By:  \_\_\_\_\_

By:  \_\_\_\_\_





Name: **Mark P. Lyons**

Name: **Mark P. Lyons**

Title: **President and CEO**

Title: **Manager**

**Schedule 1**

<b>Trademark App. No. Reg. No.</b>	<b>Country/Jurisdiction</b>	<b>Goods</b>
 Serial No. 88/723,039 Reg. No. 6,165,833	United States	Class 33: Alcoholic tea-based beverage; Flavored malt-based alcoholic beverages, excluding beers; Flavored brewed malt beverage; Alcoholic beverage produced from a brewed malt base with natural flavors
 App. No. 018250621 Reg. No. 018250621	European Union	Class 33: Alcoholic tea-based beverage; Flavored malt-based alcoholic beverages, excluding beers; Flavored brewed malt beverage; Alcoholic beverage produced from a brewed malt base with natural flavors
 App. No. UK00003498108 Reg. No. UK00003498108	United Kingdom	Class 33: Alcoholic tea-based beverage; Flavored malt-based alcoholic beverages, excluding beers; Flavored brewed malt beverage; Alcoholic beverage produced from a brewed malt base with natural flavors
 App. No. UK00918250621 Reg. No. UK00918250621	United Kingdom	Class 33: Alcoholic tea-based beverage; Flavored malt-based alcoholic beverages, excluding beers; Flavored brewed malt beverage; Alcoholic beverage produced from a brewed malt base with natural flavors