

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Spirits & Wines, LLC		11/05/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Southwest Spirits Brands, LLC		
Street Address:	9761 CLIFFORD DR STE 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4682334	NUE VODKA	
Registration Number:	4743829	NUE	
Registration Number:	4629384	MANUSCRIPT	
Registration Number:	4629385	TOP SPIN	
Registration Number:	4650642	HENDERSON	
Registration Number:	4896157	GEORGE OCEAN	
Registration Number:	5161467	CALAMITY GIN	
Registration Number:	5156696	TITLE NO 21	
Registration Number:	6057871	BLUMENPFLÜCKER	
Serial Number:	88424930	SIXTY MEN BOURBON	
Serial Number:	88424936	INDEPENDENT STATE BOURBON	
Serial Number:	88488691	508 PARK	
Serial Number:	88690559	PRAIRIE CREEK	
Serial Number:	88686955	ARBER & ATKINS	
Serial Number:	87826168	HUNTERS CREEK	
CORRESPONDENCE DATA			
Fax Number:	2148212844		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148212300
Email: jvillalobos@velawoodlaw.com
Correspondent Name: Robert Jeffrey Villalobos
Address Line 1: 5307 E. Mockingbird Lane, Suite 802
Address Line 4: Dallas, TEXAS 75206

NAME OF SUBMITTER:	Robert Jeffrey Villalobos
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SIGNATURE:	/Robert Jeffrey Villalobos/
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DATE SIGNED:	01/16/2021
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of November 5, 2020, is made by Southwest Spirits & Wines, LLC, a Delaware limited liability company (the "**Assignor**"), in favor of and Southwest Spirits Brands, LLC, a Delaware limited liability company (the "**Company**").

WHEREAS, in connection with the purchase of one hundred percent of the membership units of the Company by Assignor, Assignor hereby conveys, transfers, and assigns to Company certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. As the sole member of the Company, Assignor will receive substantial benefit for such transfer of the Assigned Trademarks (as further defined below). Assignor hereby acknowledges that Assignor retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of the Property. Assignor hereby irrevocably conveys, transfers, and assigns to Company, and Company hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. 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 Company. Following the date hereof, upon Company's reasonable request, and at Company's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Company, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which

shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Southwest Spirits & Wines, LLC


Southwest Spirits Brands, LLC

DocuSigned by:
Guillermo Rodriguez
By: _____
Name: Guillermo Rodriguez
Title: CEO

By: Southwest Spirits & Wines, LLC, Manager
DocuSigned by:
Guillermo Rodriguez
By: _____
Name: Guillermo Rodriguez
Title: CEO of Southwest Spirits & Wines, LLC

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Next Action
NUE VODKA	USPTO	4682334	February 3, 2015	File §§8 & 9 (10-year renewal: Feb. 03, 2024)
	USPTO	4743829	May 26, 2015	Latest date §8 (6-year renewal) can be filed without paying additional fee: May 26, 2021
MANUSCRIPT	USPTO	4629384	October 28, 2014	Latest date §8 (6-year renewal) can be filed without paying additional fee: Apr. 28, 2021
MANUSCRIPT	WIPO, designated in Great Britain and Mexico	1183119	October 15, 2013	Expires Oct. 15, 2023
TOP SPIN	USPTO	4629385	October 28, 2014	Latest date §8 (6-year renewal) can be filed without paying additional fee: Apr. 28, 2021
HENDERSON	USPTO	4650642	December 2, 2014	Latest date §8 (6-year renewal) can be filed without paying additional fee: Jun. 02, 2021
GEORGE OCEAN	USPTO	4896157	February 2, 2016	§8 6-year renewal period opens: Feb. 02, 2021
CALAMITY GIN	USPTO	5161467	March 14, 2017	§8 6-year renewal period opens: Mar. 14, 2022
CALAMITY GIN	WIPO, designated in Great Britain and Mexico	1232494	December 19, 2014	Expires Dec. 19, 2024
TITLE NO 21	USPTO	5156696	March 7, 2017	§8 6-year renewal period opens: Mar. 07, 2022
BLUMENPFLÜCKER	USPTO	6057871	May 19, 2020	§8 6-year renewal period opens: May 19, 2025

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date	Next Action
SIXTY MEN BOURBON	USPTO	1(b)	88424930	May 10, 2019	Extension was due Nov. 12, 2020. The mark will be abandoned shortly

					with a limited period of time to revive.
INDEPENDENT STATE BOURBON	USPTO	1(b)	88424936	May 10, 2019	Extension was due Nov. 12, 2020. The mark will be abandoned shortly with a limited period of time to revive.
508 PARK	USPTO	1(b)	88488691	June 25, 2019	Statement of use or extension due May 5, 2021.
PRAIRIE CREEK	USPTO	1(b)	88690559	November 13, 2019	Extension was due Nov. 26, 2020. The mark will be abandoned shortly with a limited period of time to revive.
ARBER & ATKINS	USPTO	1(b)	88686955	November 11, 2019	Extension was due Nov. 19, 2020. The mark will be abandoned shortly with a limited period of time to revive.
HUNTERS CREEK	USPTO	1(b)	87826168	March 8, 2018	USPTO Office Action issued Dec. 02, 2020; response due May 02, 2020.