

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630648

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 SPIRITS, LLC		03/08/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	VIRGINIA BEACH DISTILLING, LLC		
Street Address:	104 Aragona Boulevard		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23462		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5146125	BEACH FUZZ	
Registration Number:	5261389	BEACH SPIRITS	
Registration Number:	5246641	BEACH SPIRITS VODKA	
Registration Number:	4752398	BEACH VODKA	
Registration Number:	4721067	DO NOT RESCUE	
CORRESPONDENCE DATA			
Fax Number:	4049626588		
<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:	404-885-3155		
Email:	trademarks@troutman.com		
Correspondent Name:	Austin D. Padgett, Esq.		
Address Line 1:	600 PEACHTREE STREET, NE, SUITE 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	258672.1		
NAME OF SUBMITTER:	Austin D. Padgett, Esq.		
SIGNATURE:	/Austin D. Padgett, Esq./		
DATE SIGNED:	03/09/2021		

CH \$140.00 5146125

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 8, 2021, is made by **BEACH SPIRITS, LLC**, a Virginia limited liability company (“**Seller**”), in favor of **VIRGINIA BEACH DISTILLING, LLC**, a Virginia limited liability company located at 104 Aragona Boulevard, Virginia Beach, Virginia 23462 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’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, pursuant to the Asset Purchase Agreement, the transfer of Seller’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 Seller 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.


5. 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.

6. 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 Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[signature page follows]


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

BEACH SPIRITS, LLC

By: 
Name: Jeremiah Butler
Title: Manager

AGREED TO AND ACCEPTED:

VIRGINIA BEACH DISTILLING, LLC

By: 
Name: Stephanie Somers
Title: Manager

SCHEDULE 1

Assigned Trademarks

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services
<u>BEACH FUZZ</u> RN: 5146125 SN: 87102666	Registered, February 21, 2017 Int'l Class: 33 First Use: July 12, 2016 Filed: July 13, 2016 Registered: February 21, 2017	Int'l Class: 33 (Int'l Class: 33) alcoholic beverages, except beer; distilled spirits; vodka
<u>BEACH SPIRITS</u> RN: 5261389 SN: 86107053 Disclaimer: "SPIRITS"	Registered, August 8, 2017 Int'l Class: 33 First Use: June 2, 2017 Filed: October 31, 2013 Registered: August 8, 2017	Int'l Class: 33 (Int'l Class: 33) distilled spirits
<u>BEACH SPIRITS VODKA</u> RN: 5246641 SN: 86107142 Disclaimer: "SPIRITS" AND "VODKA"	Registered, July 18, 2017 Int'l Class: 33 First Use: July 15, 2014 Filed: October 31, 2013 Registered: July 18, 2017	Int'l Class: 33 (Int'l Class: 33) vodka
<u>BEACH VODKA</u> RN: 4752398 SN: 85926095 Disclaimer: "VODKA"	Registered, June 9, 2015 Int'l Class: 33 First Use: January 1, 2014 Filed: May 8, 2013 Registered: June 9, 2015	Int'l Class: 33 (Int'l Class: 33) vodka
<u>DO NOT RESCUE</u> RN: 4721067 SN: 86107091	Registered, April 14, 2015 Int'l Class: 33 First Use: August 1, 2014 Filed: October 31, 2013 Registered: April 14, 2015	Int'l Class: 33 (Int'l Class: 33) distilled spirits