

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holy Water Spirits, LLC		06/16/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Digame, PBC		
Street Address:	3198 Blake St.		
Internal Address:	Ste 222		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80205		
Entity Type:	Public Benefit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4621426	HOLY WATER VODKA	
Registration Number:	5197091	HOLY WATER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7758331600		
Email:	Lara@BrandGeek.net		
Correspondent Name:	Lara Pearson		
Address Line 1:	774 Mays Blvd.		
Address Line 2:	10-405		
Address Line 4:	Incline Village, NEVADA 89451		
NAME OF SUBMITTER:	Lara Pearson		
SIGNATURE:	/Lara Pearson/		
DATE SIGNED:	07/13/2021		
Total Attachments: 2			
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ASSIGNMENT OF U.S. TRADEMARK

This ASSIGNMENT OF TRADEMARK is made effective as of the 16th day of June, 2021 (the "Effective Date") by and between Holy Water Spirits, LLC, a limited liability company of the State of Ohio with its principal place of business at PO Box 12188, Columbus, Ohio 43212 ("Assignor"), Digame PBC, a public benefit corporation of the State of Delaware with its principal place of business at 3198 Blake St. Suite 222 Denver CO 80205 ("Assignee") (collectively referred to herein as "the Parties").

WHEREAS, Assignor adopted and used the following trademark, in which it has rights stemming back to August 15, 2015:

MARK	U.S. REGISTRATION NO.	GOODS & SERVICES
HOLY WATER VODKA	4621426	Distilled Spirits; potable spirits; spirits; vodka
HOLY WATER	5197091	Distilled Spirits; potable spirits; spirits; vodka

WHEREAS, Assignee desires to purchase and acquire any and all rights, title, and interest of Assignor in and to the trademarks and respective United States Patent and Trademark Office registrations together with the goodwill of the business with which the trademarks are used and that the trademarks symbolize;

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

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the HOLY WATER VODKA and HOLY WATER trademarks, the registration and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of liens or encumbrances of any kind; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the HOLY WATER VODKA and HOLY WATER trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; 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 if this Assignment had not been made.

Representations and Warranties of Assignor. Assignor represents and warrants to Buyer that the statements contained herein are accurate, correct and complete as of the Effective Date.

Assignor possess all right, title, and interest in and to the HOLY WATER VODKA and HOLY WATER trademarks, free and clear of any security interest, license, encumbrances or other restrictions.

Assignor has not entered into any coexistence or concurrent use agreements relative to the HOLY WATER VODKA and HOLY WATER trademarks.

The HOLY WATER VODKA and HOLY WATER trademark is not subject to any outstanding injunction, judgment, order, decree, ruling, or charges.

To Assignor's knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with Assignor's rights in HOLY WATER VODKA and HOLY trademarks.

No action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is

pending or threatened, to Assignor's knowledge, which challenges the legality, validity, enforceability, use, or ownership of the HOLY WATER VODKA and HOLY WATER trademarks.

Assignor's use of the HOLY WATER VODKA and HOLY WATER trademarks. has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual property rights of third parties, and Assignor has not ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that any of Assignor must license or refrain from using any Intellectual property rights of any third party) based on Assignor's use of the HOLY WATER VODKA and HOLY WATER trademarks.

Neither Assignor or its agents ever agreed to indemnify any person or entity for or against any interference, infringement, misappropriation, or other conflict with respect to the HOLY WATER VODKA and HOLY WATER trademark.

No Assumption of Debt or Other Obligations. The Parties expressly acknowledge and agree that Assignee shall not assume any debts or other obligations of Assignor relative to the HOLY WATER VODKA and HOLY WATER trademarks and/ or the business with which the trademarks was used by Assignor.

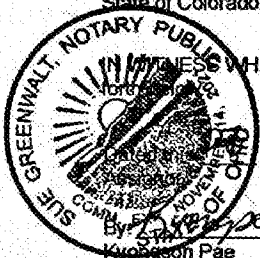
Organization of Assignor. Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of State of Ohio.

Authorized Transaction. Assignor has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement. Without limiting the generality of the foregoing, the board of directors and stockholders of Assignor have duly authorized the execution, delivery, and performance of this Agreement by Assignor. This Agreement constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms and conditions.

Recordation by the USPTO. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the Assignee as the owner of any and all rights in the HOLY WATER VODKA and HOLY WATER trademarks.

Successors and Assigns. All of the terms and provisions of this Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

Choice of Law, Venue Selection. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Colorado.



WHEREOF, the Parties hereto have executed this Agreement as of the date set

day of May

By: [Signature]
Kyongsoon Pae
Manager
Holy Water Spirits, LLC

Dated this 14 day of June
Assignee

By: [Signature]
Karen Ashworth
CEO
Digarme, PBC

Signed and sworn to before me this 21 day of May

[Signature]
Notary Public
MY COMMISSION EXPIRES:

Signed and sworn to before me this 16 day of June 2021

[Signature]
Notary Public
MY COMMISSION EXPIRES:

