

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665576

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900633513		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brian J. McCaslin		08/02/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Rosé Spritz, Inc.		
Street Address:	355 Alhambra Circle Suite 1205		
Internal Address:	Suite 1205		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90152798	COASTAL	
Serial Number:	90152804	COASTAL SPRITZ	
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:	3056713323		
Email:	gb@gbflaw.com		
Correspondent Name:	Gregory Borgognoni		
Address Line 1:	355 Alhambra Circle Suite 1205		
Address Line 2:	Suite 1205		
Address Line 4:	Coral Gables, FLORIDA 33134		
NAME OF SUBMITTER:	Gregory P. Borgognoni		
SIGNATURE:	s/Gregory P. Borgognoni/		
DATE SIGNED:	08/06/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 2 day of August, 2021 (the “**Effective Date**”) by and between Brian J. McCaslin (“**Assignor**”) and The Rose Spritz, Inc., a Florida corporation, having its principal place of business at 355 Alhambra Circle, Suite 1205, Coral Gables, FL 33134 (“**Assignee**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks, as listed in attached Exhibit A (the “**Marks**”);

B. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor’s Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay \$10.00 to Assignor.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Marks.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties regarding the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

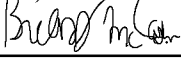
ASSIGNOR:

Brian J. McCaslin



ASSIGNEE:

The Rose Spritz, Inc.

By: 

Name: Brian J. McCaslin

Title: President

Exhibit A

Serial Number	Trademark	Country
90152798	COASTAL	US
90152804	COASTAL SPRITZ	US

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TRADEMARK ASSIGNMENT

WHEREAS, Brian J. McCaslin, an individual residing at 3024 medill chicago illinois 60647 (“Assignor”) owns all the right, title and interest in and to the federal trademark registrations of the mark identified in Schedule A hereto (the “Marks”); and

WHEREAS, Rose Spritz, Inc., a Florida corporation, having its principal place of business at 355 Alhambra Circle, Suite 1205, Coral Gables, FL 33134 (“Assignee”), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Brian J. McCaslin,

By:

Brian J. McCaslin

august 2 2021
Date

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, Brian J. McCaslin, an individual residing at 1639 West Grand Avenue, Unit #303 Chicago, IL 60622 (“**Assignor**”) owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the “**Marks**”); and

WHEREAS, The Rose Spritz, Inc., a Florida corporation, having its principal place of business at 355 Alhambra Circle, Suite 1205, Coral Gables, FL 33134 (“**Assignee**”), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Brian J. McCaslin
1639 West Grand Avenue
Unit #303
Chicago, IL 60622

august 2 2021

Date

By: _____

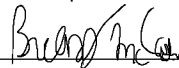


Exhibit A

Serial Number	Trademark	Country
90152798	COASTAL	US
90152804	COASTAL SPRITZ	US