

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669502

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900626339		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ian Donald		06/14/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Earth Vodka		
Street Address:	8400 Menaul Blvd		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87112		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3970941	EARTH	
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:	3236386246		
Email:	tamidonald@ymail.com		
Correspondent Name:	Tami Donald		
Address Line 1:	243 SANTA ANA AVE		
Address Line 4:	LONG BEACH, CALIFORNIA 90803		
NAME OF SUBMITTER:	Tami Donald		
SIGNATURE:	/Tami Donald/		
DATE SIGNED:	08/23/2021		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Ian Donald an individual (the "Assignor") of the one part; AND

Earth Vodka, LLC a limited liability company organized and existing under the laws of New Mexico (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) (the "Trademark") in United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Registration No.</u>
Earth	033	3970941

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration received by the Assignee to the Assignor (the receipt of which is hereby acknowledged), Assignor does hereby assign to Assignee all right, title and interest in and to U.S. Reg. No. 3970941, together with the goodwill of the business symbolized by the trademark.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Vietnam.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 14th day of June year 2021.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature:



By: Ian Donald
Title: owner

Signature:



By: Tami Donald
Title: Member