

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/04/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Friends Beverage Group, LLC		11/19/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Fun Wine (USA) LLC		
Street Address:	20200 West Dixie Hwy, Suite 806		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90286871	CAFE GRAFFITI COLLECTION	
Serial Number:	88853386	HARD BUBBLY COLLECTION	
Serial Number:	88764989	FUN SELTZER	
Serial Number:	88957802	FUN WINE ZERO	
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:	2025964495		
Email:	csado@gerbenlawfirm.com		
Correspondent Name:	Christian A. Sado		
Address Line 1:	1050 Connecticut Ave NW		
Address Line 2:	Suite 500		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	06120		
NAME OF SUBMITTER:	Christian A. Sado		
SIGNATURE:	/CAS/		
DATE SIGNED:	11/19/2021		

OP \$115.00 90286871

Total Attachments: 2

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“Assignment”) is made of record between Friends Beverage Group, LLC (“Assignor”), a limited liability company organized under the laws of the State of Florida with a primary address of 20200 West Dixie Highway, Suite 806, Aventura, FL 33180, and Fun Wine (USA) LLC, (“Assignee”) a limited liability company organized under the laws of the State of Florida with a primary address of 20200 West Dixie Highway, Suite 806, Aventura, FL 33180.

RECITALS

WHEREAS, Assignor is the last listed owner of the following federal trademark applications (collectively, referred to as, the “Applications”):

- CAFE GRAFFITI COLLECTION, U.S. Ser. No. 90286871;
- HARD BUBBLY COLLECTION, U.S. Ser. No. 88853386;
- FUN SELTZER, U.S. Ser. No. 88764989;
- FUN WINE ZERO, U.S. Ser. No. 88957802;

WHEREAS, the Assignee is the successor to that portion of Assignor’s business to which the marks shown in the Applications pertain, which business is ongoing and existing;

WHEREAS, the Assignor assigned, on October 4, 2021, to Assignee, all of its rights, titles, goodwill and interest in the CAFE GRAFFITI COLLECTION, HARD BUBBLY COLLECTION, FUN SELTZER, and FUN WINE ZERO trademarks and associated applications (collectively referred to hereafter as the “Trademarks”), together with the goodwill of the business in connection with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, the Assignor and the Assignee wish to evidence this assignment by executing this instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby evidence the assignment as follows:

1. Assignment. Assignor confirms that on October 4, 2021, Assignor did and has assigned to Assignee: (1) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.
2. Acceptance. Assignee hereby acknowledges that it accepted the foregoing assignment for good and valuable consideration on October 4, 2021 and wishes to evidence this assignment by executing this instrument.

Assignor and Assignee have executed this Agreement as of November 19, 2021.

Assignor:

Friends Beverage Group, LLC

Signature:



Printed Name:

Joseph Bernstein

Title:

Executive Chairman

Date:

Assignee:

Fun Wine (USA) LLC

Signature:



Printed Name:

Joe Peleg

Title:

CEO

Date: