# OP \$40.00 3970941

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

onic Version v1.1 ETAS ID: TM709336

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EARTH VODKA LLC		02/16/2022	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	Earth Spirits LLC	
Street Address:	612 BAKER STREET	
City:	Costa Mesa	
State/Country:	CALIFORNIA	
Postal Code:	92626	
Entity Type:	Limited Liability Company: CALIFORNIA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3970941	EARTH

### **CORRESPONDENCE DATA**

**Fax Number:** 8663799251

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.

Phone: +1-714-783-2222
Email: dan@dxnguyen.com

Correspondent Name: Daniel Nguyen
Address Line 1: 1835 W. Katella Ave.

Address Line 4: Anaheim, CALIFORNIA 92804

ATTORNEY DOCKET NUMBER: 10548

NAME OF SUBMITTER: Daniel Nguyen

SIGNATURE: /Daniel Nguyen/

**DATE SIGNED:** 02/18/2022

**Total Attachments: 3** 

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# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of February <u>(</u>, 2022, by Earth Vodka LLC, a New Mexico limited liability company ("Assignor"), in favor of Earth Spirits LLC, a California limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in <u>Appendix A</u> attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated February 16, 2022 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

FURTHERMORE, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

[Signature Page Follows

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TRADEMARK REEL: 007638 FRAME: 0973

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

EARTH VODKA LLC

Title:

State of A

County of Oliva

This record was acknowledged before me on 2-6-202 by

who represent that (be, she or they) are authorized to act on behalf of Earth Vodka LLC.

Signature of notarial officer

Stamp

Title of office

My commission expires: 6 8 1

SEAN PETRONE Notary Public - California **Orange** County Commission # 2242222 ωγ Comm. Expires Jun 8, 2022

# APPENDIX A

Mark: EARTH

Jurisdiction: Federal

Registration Number: 3970941

Registration Date: May 31, 2011

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