

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Digame PBC		04/18/2022	public benefit corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steven Hopson		
<b>Street Address:</b>	3029 Westforest Dr.		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75229		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4621426	HOLY WATER VODKA	
<b>Registration Number:</b>	5197091	HOLY WATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3302586559		
<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>			
<b>Phone:</b>	330-376-5300		
<b>Email:</b>	ipdocketakron@bdblaw.com		
<b>Correspondent Name:</b>	Timothy A. Hodgkiss		
<b>Address Line 1:</b>	3800 Embassy Parkway, Suite 300		
<b>Address Line 4:</b>	Akron, OHIO 44333		
<b>ATTORNEY DOCKET NUMBER:</b>	80878.0001 / HOP.T.1		
<b>NAME OF SUBMITTER:</b>	Timothy A. Hodgkiss		
<b>SIGNATURE:</b>	/Timothy A. Hodgkiss/		
<b>DATE SIGNED:</b>	04/20/2022		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF U.S. TRADEMARKS**

This ASSIGNMENT OF TRADEMARK is made effective as of the 13<sup>th</sup> day of April, 2022 (the "Effective Date") by and between Digame PBC, a public benefit corporation of the State of Delaware having an address at 3198 Blake St. Suite 222 Denver CO 80205 ("Assignor") and Steven Hopson, an individual resident of Texas having an address at 3029 Westforest Dr., Dallas, TX 75229 ("Assignee"), (collectively referred to herein as "the Parties").

WHEREAS, Assignor owns all right, title and interest in and to the following trademarks and corresponding goodwill, in which rights stem 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 Assignee 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 trademarks are 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 WATER 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 trademarks.

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 were used by Assignor.

Organization of Assignor. Assignor is a public benefit corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.

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 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 inure 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, 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below (the "Execution Date").

Dated this 13 day of April 2022

Dated this 18<sup>th</sup> day of April 2022

Assignor

Assignee

By: *Karen Ashworth*

By: *Steve Hopson*

Karen Ashworth, CEO  
Digame, PBC

Steve Hopson

Signed and sworn to before me this  
13<sup>th</sup> day of APRIL 2022

Signed and sworn to before me this  
18<sup>th</sup> day of April 2022

*Nathan Andrew Sandberg*  
Notary Public

*Brenda Cole*  
Notary Public

MY COMMISSION EXPIRES: 12/02/2022

MY COMMISSION EXPIRES:

