

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724916

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Intercontinental Packaging Company | | 04/22/2022 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | 2XO Brand Holdings LLC | | |
| Street Address: | 2300 Pilot Knob Rd | | |
| City: | Mendota Heights | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55120 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90466868 | GEM OF KENTUCKY | |
| 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: | 6124927548 | | |
| Email: | wmunt@fredlaw.com | | |
| Correspondent Name: | Wendy Munt | | |
| Address Line 1: | 200 South Sixth Street, Suite 4000 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Wendy Munt | | |
| SIGNATURE: | /Wendy Munt/ | | |
| DATE SIGNED: | 04/29/2022 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 90466868

TRADEMARK ASSIGNMENT
(Gem of Kentucky)

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of April 22, 2022 between Intercontinental Packaging Company, a Minnesota corporation d/b/a Prestige Beverage Group, having a principal business address of 2300 Pilot Knob Rd., Mendota Heights, Minnesota 55120 ("Assignor"), and 2XO Brand Holdings LLC, a Delaware limited liability company, having a principal business address of 2300 Pilot Knob Rd., Mendota Heights, Minnesota 55120 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks set forth at Exhibit A (collectively, the "Marks");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks as set forth in the Asset Purchase Agreement and the goodwill associated therewith to Assignee, and Assignee desires to accept the Marks and the goodwill associated therewith.

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

1. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Marks, together with the ongoing and existing business of Assignor to which the Marks pertain and goodwill associated with the Marks, any and all of Assignor's registrations and applications for the Marks, including those set forth in Exhibit A, and any and all of Assignor's common law rights and copyright rights in the Marks, together with all rights and privileges granted and secured thereby, including without limitation, any and all of Assignor's rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable and all rights of action, both statutory and based upon common law, that Assignor has or might have, accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement or other violation of the Marks prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and receive all damages, payments, costs and fees associated therewith, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit 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 had not been made.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

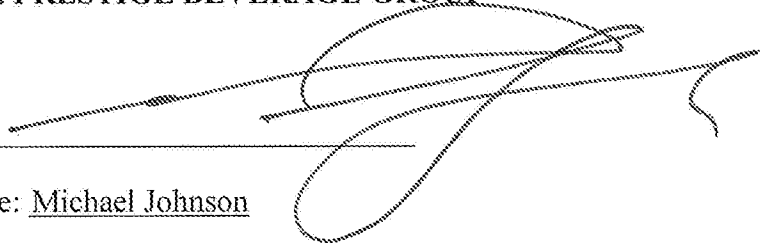
4. This Assignment, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manners and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year set forth above.

ASSIGNOR:

INTERCONTINENTAL PACKAGING CO.
d/b/a PRESTIGE BEVERAGE GROUP

By: 

Name: Michael Johnson

Title: CEO

State of Minnesota:)

) s.s.

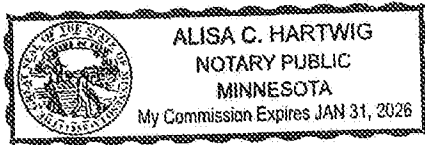
County of Ramsey:)

On this 27th day of April, 2022, before me personally appeared Michael Johnson and executed the foregoing instrument and acknowledged it to be his free act and deed.

SEAL



Notary Public



My commission expires on Jan 31, 2026

ASSIGNEE ACKNOWLEDGEMENT:

2XO BRAND HOLDINGS LLC

2XO BRAND HOLDINGS LLC

DocuSigned by:
Mike Morgan
57A4654C1EDA47B...
By: _____
Mike Morgan, Manager

DocuSigned by:
Daniel Buttling
5C07BD0AC9154BB...
By: _____
Daniel Buttling, Manager

Exhibit A

| Mark | Owner | App. No. | App. Date | Reg. No. | Reg. Date |
|-----------------|------------------------------------|----------|---------------|----------|-----------|
| GEM OF KENTUCKY | Intercontinental Packaging Company | 90466868 | Jan. 14, 2021 | n/a | n/a |