

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDUARDO LEON		01/11/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	M.I.A. BRANDS INC.		
Street Address:	10400 Northwest 33rd Street, Suite 150		
City:	Doral		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5041348	HELLES ANGEL	
Registration Number:	4769366	DOMINO	
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:	407-660-2964		
Email:	ashley@brewerlong.com		
Correspondent Name:	Ashley V Brewer		
Address Line 1:	407 Wekiva Springs Rd. Suite 241		
Address Line 4:	Longwood, FLORIDA 32779		
NAME OF SUBMITTER:	Ashley V Brewer		
SIGNATURE:	/Ashley V Brewer/		
DATE SIGNED:	04/29/2022		
Total Attachments: 4			
source=SIGNED - Assignment of Trademarks to MIA Brands Inc#page1.tif			
source=SIGNED - Assignment of Trademarks to MIA Brands Inc#page2.tif			
source=SIGNED - Assignment of Trademarks to MIA Brands Inc#page3.tif			
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OP \$65.00 5041348

ASSIGNMENT AND RELEASE OF TRADEMARK RIGHTS

With License

THIS ASSIGNMENT AND RELEASE OF TRADEMARK RIGHTS WITH LICENSE (the "Assignment" or "License," as applicable) is made and given unconditionally by EDUARDO LEON ("Leon") and MIA BREWING CO, INC., a Florida corporation ("MIA Brewing", collectively with Leon, the "Assignor"), to and in favor of M.I.A. BRANDS INC., a Florida corporation ("Assignee"), effective the last date signed below.

WHEAREAS, the parties desire to clarify and memorialize that the Trademarks were intended for ownership by Assignee, and that Assignee would have all rights, title, and interest in and to the Trademarks, with Assignor retaining a license to use the Trademarks on the terms provided herein.

NOW THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes this assignment:

1. The Trademarks. The Trademarks assigned hereby are:
 - a. The standard character mark MIAMI BEACH, which is the subject of U.S. Patent & Trademark Office Registration No. 4948236;
 - b. The standard character mark CRIMIN ALE, which is the subject of U.S. Patent & Trademark Office Registration No. 4946465;
 - c. The standard character mark CROOKED HOPS, which is the subject of U.S. Patent & Trademark Office Registration No. 4964922;
 - d. The standard character mark LITTLE FRIEND, which is the subject of U.S. Patent & Trademark Office Registration No. 4973702;
 - e. The standard character mark LIFE'S A PEACH, which is the subject of U.S. Patent & Trademark Office Registration No. 4983822;
 - f. The standard character mark RAYO, which is the subject of U.S. Patent & Trademark Office Registration No. 5027475;
 - g. The standard character mark GLADE RUNNER, which is the subject of U.S. Patent & Trademark Office Registration No. 5041466;
 - h. The standard character mark HELLES ANGEL, which is the subject of U.S. Patent & Trademark Office Registration No. 5041348;
 - i. The standard character mark SNOWBIRD, which is the subject of U.S. Patent & Trademark Office Registration No. 5050714;
 - j. The standard character mark M.I.A. WEISS, which is the subject of U.S. Patent & Trademark Office Registration No. 5092206;

- k. The standard character mark BAEWATCH, which is the subject of U.S. Patent & Trademark Office Registration No. 5092319;
- l. The standard character mark FLO RITA, which is the subject of U.S. Patent & Trademark Office Registration No. 5106047;
- m. The standard character mark M.I.A. SHARONA, which is the subject of U.S. Patent & Trademark Office Registration No. 5172289;
- n. The standard character mark RETRO, which is the subject of U.S. Patent & Trademark Office Registration No. 5183292;
- o. The standard character mark RYE TORTUGAS, which is the subject of U.S. Patent & Trademark Office Registration No. 5348450;
- p. The standard character mark MIAMI WEISS which is the subject of U.S. Patent & Trademark Office Registration No. 4621941;
- q. The standard character mark LOST IN PARADISE, which is the subject of U.S. Patent & Trademark Office Registration No. 4696667;
- r. The standard character mark DOMINO, which is the subject of U.S. Patent & Trademark Office Registration No. 4769366;
- s. The standard character mark CONGA, which is the subject of U.S. Patent & Trademark Office Registration No. 4778792;
- t. The standard character mark WANTED, which is the subject of U.S. Patent & Trademark Office Registration No. 4782410;
- u. The standard character mark EL CUCO; which is the subject of U.S. Patent & Trademark Office Registration No. 4817770;
- v. The standard character mark REWARD YOUR THIRST, which is the subject of U.S. Patent & Trademark Office Registration No. 4846564;
- w. The standard character mark TOURIST TRAPPE, which is the subject of U.S. Patent & Trademark Office Registration No. 4854470;
- x. The standard character mark HOPS & ROBBERS, which is the subject of U.S. Patent & Trademark Office Registration No. 4881889;
- y. The standard character mark WARHEAD, which is the subject of U.S. Patent & Trademark Office Registration No. 4918660; and
- z. The standard character mark FONTAINEBRU, which is the subject of U.S. Patent & Trademark Office Registration No. 4795783.

2. Assignment. Assignor does hereby convey, assign, release, and transfer to Assignee, and Assignee does hereby accept, the entire right, title, and interest of Assignor in and to all elements of the Trademark(s), including without limitation any goodwill associated with the Trademark, and further including without limitation the right to register and/or maintain registration of the Trademark(s) with the United States Patent & Trademark Office ("USPTO") and any other jurisdictions, the right to record this Assignment with the USPTO, together with the exclusive right to license the Trademark(s) and receive royalties thereon, and all rights of enforcement and recovery for past, present, or future infringements or unauthorized uses of the Trademark(s).

3. Warranty and Acknowledgements. Assignor warrants and represents that to the best of Assignor's knowledge, the Trademark(s) do not infringe upon the intellectual property rights of any third parties. Assignor warrants that Assignor has not transferred any rights in the Trademark to any other party, and Assignor has not registered or attempted to register the Trademarks in any jurisdiction except as identified in this document. For the avoidance of doubt, and notwithstanding any term or provision to the contrary herein, Assignee acknowledges and agrees that (a) it has received and reviewed that certain 2015 Trademark Coexistence Agreement, by and among the Assignor and Delicato Vineyards, a California corporation (the "Coexistence Agreement"); (b) joins into and irrevocably agrees to be bound by all the terms, conditions, representations, warranties, covenants, acknowledgements, and agreements contained in the Coexistence Agreement as "MIA Parties" thereunder; and (c) it will indemnify, defend, and hold harmless from and against all losses and damages (including without limitation attorney's fees) Leon and MIA Brewing for any violation or breach by Assignee of any provision under the Coexistence Agreement.

4. License. Assignee hereby grants, conveys, and transfers to Assignor a non-exclusive, worldwide, royalty-free, non-transferable license to use the Trademarks in connection with Assignor's operation of its business, which includes or may include the manufacturing of beer, sale of beer in Assignor's taproom, interior and exterior taproom signage, distribution of Assignor's beers, sale of Assignor's distilled spirits, and related items, along with marketing any and all of the foregoing, and related incidental uses, all as operated in accordance with all federal, state, and local laws, regulations, permit/license requirements, and any judicial or other government orders. Assignor shall maintain all necessary licenses and permits required by law for carrying out the foregoing and shall maintain first-rate quality of the goods and services associated with the Trademarks so as not to tarnish the value and/or goodwill of the Trademarks.

5. Enforcement. Assignor and Assignee shall each promptly notify the other if either party becomes aware of potential third party infringement on any of the Trademarks, or any actual or threatened allegations of infringement by or relating to the Trademarks. Assignee shall have the right to direct and control any enforcement or defense of the Trademarks in infringement actions or other proceedings in the courts, the U.S. Patent & Trademark Office, or otherwise, with Assignor's reasonable cooperation.


6. Cooperation. Assignor will cooperate with Assignee, including performance of any actions or execution and delivery of any documents necessary or appropriate to give effect to the intent of the terms of this Assignment.

7. Counterparts; Electronic Signature. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any

electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.rightsignature.com, www.docuSign.com) or other transmission method, and any counterpart so delivered shall be deemed.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment as of the date and year written below:

“Assignor”

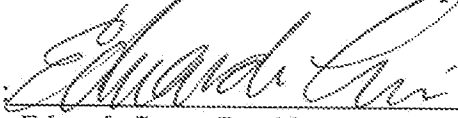


EDUARDO LEON

Date: 1/11/22

“Assignee”:

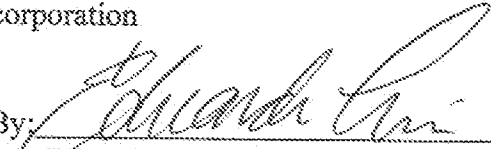
MIA BRANDS INC., a Florida corporation

By: 
Eduardo Leon, President

Date: 1/11/22

“Assignor”:

MIA BREWING CO, INC., a Florida corporation

By: 
Eduardo Leon, President

Date: 1/11/22