

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richway Spirits, LTD		10/31/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Phillips Products Co., LLC		
Street Address:	1607 South 12th Street		
City:	Princeton		
State/Country:	MINNESOTA		
Postal Code:	55371		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97327916	PEDRO SANTEZ	
Registration Number:	1809468	CALIFORNIA FIVE STAR	
Registration Number:	2620084	SAN JUAN	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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:	2156657273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street, Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	12/28/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of October 31, 2022 between Phillips Products Co., LLC, a Minnesota limited liability company, with its principal place of business located at 1607 South 12th Street, Princeton, Minnesota 55371 ("Assignee"), and Richway Spirits, LTD, an Illinois corporation, with its principal place of business located at 2210 Midwest Road, Suite 217, Oakbrook, Illinois 60523 ("Assignor").

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 and Assignee have entered into an Asset Purchase Agreement, dated as of October 31, 2022 (as may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Marks as set forth in the Asset Purchase Agreement; and

WHEREAS, Assignor therefore 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 are 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 has been executed in connection with the Asset Purchase Agreement and is expressly subject to the terms and conditions thereof. In the case of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

5. 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.

6. The signatories represent that they have authority to bind Assignee Phillips Products Co., LLC, a Minnesota limited liability company and Assignor Richway Spirits, LTD, an Illinois corporation.

[signature page follows]

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

ASSIGNEE

PHILLIPS PRODUCTS CO.

By: A. J. M.
Name: WILEY J. EDWARDS
Title: CHIEF EXECUTIVE OFFICER

ASSIGNOR

RICHWAY SPIRITS, LTD.

By: Stevi Richards
Name: STEVIE RICHARDS
Title: PRESIDENT

EXHIBIT A

1. U.S. Trademark Reg. No. 1,809,468 for "California Five Star".
2. U.S. Trademark Reg. No. 2,620,084 for "San Juan".
3. U.S. Trademark Serial Number 97327916 for "Pedro Santez".