

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Distilled Group Limited		01/31/2020	limited company (Ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Distilled Limited		
Street Address:	51 Eastcheap		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC3M 1JP		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4617710	DISTILLED	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<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:	2317140100		
Email:	trademarks@revisionlegal.com		
Correspondent Name:	Revision Legal, PLLC		
Address Line 1:	444 Cass Street		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
DOMESTIC REPRESENTATIVE			
Name:	Revision Legal, PLLC		
Address Line 1:	444 Cass Street		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	Andrew Jurgensen		
SIGNATURE:	/Andrew Jurgensen/		
DATE SIGNED:	01/11/2023		

OP \$40.00 4617710

Total Attachments: 7

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DATED 31ST JANUARY 2020

Distilled Group Limited

and

Distilled Limited

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This deed is dated 31st JANUARY 2010 and made between

- (1) **DISTILLED GROUP LIMITED** incorporated and registered in England and Wales with company number 07788765 whose registered office is at 2nd Floor, 51 Eastcheap, London, EC3M 1JP ("Assignor")
- (2) **DISTILLED LIMITED** incorporated and registered in England and Wales with company number 05403386 whose registered office is at 2nd Floor, 51 Eastcheap, London, EC3M 1JP ("Assignee")

BACKGROUND

The Assignor wishes to assign to the Assignee the intellectual property rights identified in this agreement on the terms set out in this agreement.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"Assigned Rights" means the Intellectual Property Rights owned by the Assignor which it holds in the Trade Marks.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Trade Marks" means the trade marks set out in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any words following the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) all goodwill attaching to the Trade Marks; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. Warranties

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the registrations listed in Schedule 1 it is validly registered as the registered proprietor, and all registration and renewal fees have been paid;
- (c) it has not licensed or assigned any of the Assigned Rights;
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien
- (e) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (f) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; and
- (g) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

4. Further assurance

- 4.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

- 4.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.
- 4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 4.4 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and, in the name, and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take;
 - (b) exercise any rights which this agreement gives to the Assignor; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 4.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Entire agreement

- 6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

7. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. Severance

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction


Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
TRADE MARKS

<i>Country/ territory</i>	<i>Mark</i>	<i>Registration number</i>	<i>Filing Date</i>
US	Distilled	4617710	30.04.2014

Executed as a deed by **DISTILLED GROUP LIMITED**
acting by **WILLIAM CRITCHLOW**, a director and
DUNCAN MORRIS, a director



WILLIAM CRITCHLOW

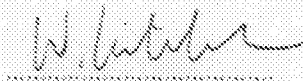
Director



DUNCAN MORRIS


Director

Executed as a deed by **DISTILLED LIMITED** acting by
WILLIAM CRITCHLOW, a director and **DUNCAN**
MORRIS, a director



WILLIAM CRITCHLOW

Director



DUNCAN MORRIS

Director