

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HBS Merger Sub, LLC		02/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Southwest HillBilly, LLC		
Street Address:	9761 Clifford Drive, Ste. 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86142374	HILL BILLY BOURBON	
Serial Number:	86142382	HILL BILLY WHISKEY	
CORRESPONDENCE DATA			
Fax Number:	2148212844		
<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:	2148212300		
Email:	sphagan@velawood.com		
Correspondent Name:	HBS Merger Sub, LLC		
Address Line 1:	9761 Clifford Drive, Ste. 100		
Address Line 4:	Dallas, TEXAS 75220		
NAME OF SUBMITTER:	Jeff Villalobos		
SIGNATURE:	/s/ Jeff Villalobos		
DATE SIGNED:	03/07/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), effective as of February 10, 2023 (“*Effective Date*”), is by and between HBS Merger Sub, LLC, a Delaware limited liability company (“*Assignor*”), and Southwest HillBilly, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are party to that certain Agreement of Merger, dated as of February 10, 2023 (as amended, restated, or otherwise modified, the “*Merger Agreement*”);

WHEREAS, pursuant to the Agreement of Merger, Assignor will merge with and into Assignee, with Assignee succeeding to all assets and property of Assignor, including all right, title, and interest in, to, and under the registered trademarks set forth on **Exhibit A** (collectively, the “*Assigned Trademarks*”); and

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Assignee desires to acquire the Assigned Trademarks from Assignor, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

1. Assignor hereby unconditionally and irrevocably sells, conveys, transfers, assigns, and delivers to Assignee all right, title, and interest in, to, and under the Assigned Trademarks, together with all intellectual property, trademarks, domain names, and goodwill associated therewith, including (a) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by the applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (b) all income, royalties, damages, payments, and other proceeds now or hereafter due or payable with respect thereto, (c) any and all claims and causes of action, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing.

2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

3. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record the assignments evidenced by this Assignment. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

4. Upon reasonable request by Assignee, Assignor shall promptly execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in, to, and under the Assigned Trademarks as sold, conveyed, transferred, assigned, and delivered to Assignee hereunder.

5. Nothing contained in this Assignment supersedes, alters, or modifies any of the obligations, agreements, covenants, or warranties of Assignor or Assignee under the Merger Agreement, which is

hereby incorporated by reference. In the event of any conflict between the terms of this Assignment and the Merger Agreement, the terms of the Merger Agreement shall control.

6. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware (and United States law, to the extent applicable), without regard to the conflicts of law rules of each state.

7. No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification, or change is sought to be enforced.

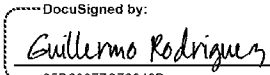
8. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

ASSIGNOR:

HBS MERGER SUB, LLC

By:  _____
Name: Guillermo Rodriguez
Title: Authorized Person

ASSIGNEE:

SOUTHWEST HILLBILLY, LLC

By: Southwest Spirits & Wine, LLC,
its manager

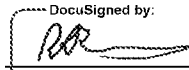
By:  _____
Name: Robert Thomas
Title: Manager

EXHIBIT A

Assigned Trademarks

Mark	Country	Application Number	Application Date	Registration Number	Registration Date
HILL BILLY BOURBON	U.S.	86/142374	December 12, 2013	5013302	September 2, 2016
HILL BILLY WHISKEY	U.S.	86/142382	December 12, 2013	5059868	October 11, 2016