TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM794423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biggar & Leith, LLC,		12/15/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Myrtlebank Rum LLC
Street Address:	240 Willowbrook Drive
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	90030350	MXCO POLANCO
Serial Number:	90030365	MXCO POLANCO

CORRESPONDENCE DATA

Fax Number: 9735302225

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.

Phone: 9735302025

Email: trademarks@csglaw.com

Correspondent Name: Neha Bhalani

Address Line 1: 105 Eisenhower Parkway

Address Line 2: Chiesa Shahinian & Giantomasi PC Address Line 4: Roseland, NEW JERSEY 07068

NAME OF SUBMITTER:	Neha Bhalani
SIGNATURE:	/Neha Bhalani/
DATE SIGNED:	03/14/2023

Total Attachments: 2

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> **TRADEMARK** REEL: 008003 FRAME: 0253

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

Name of Assignor:	Biggar & Leith, LLC, a Delaware limited liability company
Principal Place of Business of Assignor:	10 Princeton Place Montclair New Jersey 07043
Mark:	MXCO POLANCO
Trademark App. Nos.:	90030350 and 90030365
Name of Assignee:	Myrtlebank Rum LLC, a California limited liability company
Principal Place of Business of Assignor:	
	240 Willowbrook Drive
Effective Date of Assignment:	Portola Valley California 94028
	December _15_, 2022

WHEREAS, Biggar & Leith owns all right, title, and interest in and to the trademarks listed above and the applications therefor (the "Marks").

WHEREAS, Myrtlebank Rum desires to acquire and Biggar & Leith desires to transfer to Myrtlebank Rum all of its right, title, and interest in and to the Marks, including that part of the goodwill of the business connected with the use of and symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement of which this Trademark Assignment is a part, and the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. <u>Trademark Assignment</u>: Assignor does hereby assign and transfer to Myrtlebank Rum all of Assignor's right, title, and interest in and to the Marks, including all common law rights, together with that portion of Assignor's business to which the Marks pertain, and that portion of the goodwill of Assignor's business symbolized by the Marks, and any registration and renewals for the Marks or any variations of the Marks that may be secured under any laws or treaties now or hereafter in force in the United States and in all other countries of the world. Assignor further transfers and assigns the right (but not the obligation) to assert such registered trademarks and other assigned rights to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. <u>Cooperation in Vesting and Enforcing Assignee's Acquired Rights</u>. Biggar & Leith agrees to execute, verify, acknowledge, and return at the request of Myrtlebank Rum, all documents

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Initials: Myrtlebank 4874-9275-9106.v1

TRADEMARK REEL: 008003 FRAME: 0254 necessary or desirable to perfect and vest in Assignee all right, title, and interest in and to the Marks, and all documents necessary or desirable to protect and enforce such right, title, and interest.

- 3. <u>Successors and Assigns</u>. This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of Assignee's successors and assigns.
- 4. <u>Counterparts</u>. The Parties agree that this Agreement may be signed in electronically transmitted counterparts, and that such signed counterparts when read together shall be accorded the same legal significance as a single document bearing the original signatures of both parties.

IN WITNESS WHEREOF, the Parties have entered into this Trademark Assignment as of the Effective Date.

Biggar & Leith, LLC	Myrtlebank Rum LLC
By: _ Elwyn Wadstone	By: Chirleth A ma
Title: Managing Partner	Title: Founder CEO
_{Date} . 1/26/2023	Date: 12/15/22

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