

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836512

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900795887		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vermont Hard Cider Company, LLC		06/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NightOwl Martini, LLC		
Street Address:	290 North Olive Avenue		
Internal Address:	Unit 634		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97264073	NIGHTOWL MARTINI	
Serial Number:	97264081	NIGHTOWL MARTINI	
Serial Number:	97919069	AWAKEN YOUR SENSES	
CORRESPONDENCE DATA			
Fax Number:	6022625747		
<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:	6022625311		
Email:	PTO@LEWISROCA.COM		
Correspondent Name:	Jennifer A. Van Kirk		
Address Line 1:	201 East Washington Street		
Address Line 2:	Suite 1200		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	310919-00001		
NAME OF SUBMITTER:	Jennifer A. Van Kirk		
SIGNATURE:	/JENNIFER A. VAN KIRK/		
DATE SIGNED:	09/01/2023		

Total Attachments: 2

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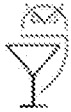
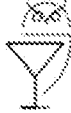


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BRAND PURCHASE AGREEMENT

This Brand Purchase Agreement (“Agreement”) is effective as of June 1, 2023 (the “Effective Date”) and is entered by and between Vermont Hard Cider Company, LLC, a Delaware limited liability company (“VHC”) and NightOwl Martini, LLC, a Delaware limited liability company (“Assignee”). VHC and Assignee are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. VHC owns the trademarks listed below:

Trademark	Country	App. No.
 NIGHTOWL MARTINI	United States	97264073
 NIGHTOWL MARTINI	United States	97264081
AWAKEN YOUR SENSES	United States	97919069
 NIGHTOWL MARTINI	Mexico	2798426
 NIGHTOWL MARTINI	Mexico	2798429

(the “Marks”).

B. Assignee wishes to acquire whatever rights VHC may possess in the Marks.

AGREEMENT

In consideration for the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Recitals. The above recitals are incorporated in the Agreement as if set forth in full herein.
- Assignment. VHC hereby assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business associated with the Marks and the rights to bring and maintain actions based on the Marks.
- Assignee’s Payment. Within thirty (30) calendar days of the Effective Date, Assignee shall pay VHC \$2,500.00 as consideration for the assignments found in this Agreement.
- Disclaimers. Notwithstanding anything in this Agreement or in discussions between the Parties to the contrary, the Marks are assigned and assumed on an “as is” basis, with VHC making no representations

or warranties, and VHC hereby excluding and disclaiming any express or implied representations or warranties of any kind, including as to the validity and non-infringement of the Marks and VHC's or Assignee's ability to use, register or enforce the Marks.

5. Liability. The Parties agree that Assignee will bear all responsibility and liability for the Marks, including but not limited to liability for any disputes or claims of infringement, and VHC has no responsibility or liability for the Marks. Assignee agrees to assume, and hereby assumes, all liability for any claims relating to the Marks.

6. Maintenance and Enforcement. The Parties agree that VHC shall owe no obligation to Assignee to maintain, defend, or enforce the Marks. Assignee agrees to bear all prosecution, renewal, maintenance, defense and enforcement of the Marks and Assignee understands that VHC will not take any actions or incur any expense to maintain, renew, defend, or enforce the Marks.

7. Indemnification. Assignee agrees to defend, indemnify, and hold VHC harmless against any and all third party claims, demands, causes of action, liability, loss, damage, judgments, or expense, including but not limited to attorneys fees and settlement amounts, arising out of the Marks. VHC shall have the right but not the obligation to choose its own counsel for any such defense.

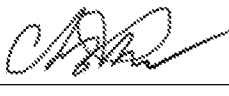
8. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any counterpart may be executed by facsimile signature, which shall be deemed an original. This Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands.

VERMONT HARD CIDER COMPANY, LLC
(Assignor)

NIGHTOWL MARTINI, LLC
(Assignee)

By 
Name: Michael Sachs
Its: Chairman

By 
Name: Charlie Grace
Its: Co-Founder