

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pernod Ricard USA, LLC		09/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ten Point Ventures, Inc.		
Street Address:	2300 Charlotte Avenue, Suite 103		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6465113	SMITHWORKS TRADE MARK AMERICAN BREWED	
Registration Number:	6078015	SMITHWORKS EST. 2015	
Registration Number:	5740695	SMITHWORKS	
Registration Number:	4952294	SMITHWORKS	
Registration Number:	4994907	SMITHWORKS AMERICAN MADE VODKA TRADE MAR	
CORRESPONDENCE DATA			
Fax Number:	3105569828		
<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:	(310) 598-4156		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Lori S. Kozak		
Address Line 1:	997 Lenox Drive, Building 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
ATTORNEY DOCKET NUMBER:	190132.00001		
NAME OF SUBMITTER:	Lori S. Kozak		
SIGNATURE:	/Lori S. Kozak/		
DATE SIGNED:	09/05/2023		

OP \$140.00 6465113

Total Attachments: 4

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EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on September 7, 2022 (the "Effective Date of Assignment"), by and between Pernod Ricard USA, LLC ("Assignor"), and Ten Point Ventures, Inc. ("Assignee") (Assignor and Assignee are each hereinafter referred to as a "Party," and collectively, as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Mutual Release Agreement (as defined below).

WHEREAS, the Parties have entered into that certain Mutual Release Agreement, dated as of June 23, 2022 (the "Mutual Release Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Mutual Release Agreement (and the Agreement referred to therein), Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, without further warranty or representation by Assignor with respect thereto (i.e., on a so-called "quitclaim" basis), all of Assignor's right, title and interest in, to and under the PRUSA Trademarks as set forth on Attachment A, along with the so-called "co-existence" agreement dated as of February 3, 2016, attached hereto as Attachment B (collectively, the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire and accept all of Assignor's right, title and interest in, to and under the Assigned IP (and to assume any and all obligations of Assignor with respect thereto), and Assignor wishes to sell, convey, transfer, assign and deliver to Assignee all of such right, title and interest in, to and under the Assigned IP;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and the Mutual Release Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Quitclaim Transfer of Assigned IP; No Warranties or Representations; Indemnity. Effective as of September 7, 2022, Assignor does hereby irrevocably quitclaim, sell, convey, transfer, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor's right, title and interest in, to and under the Assigned IP throughout the universe and all rights corresponding thereto, in the case of the PRUSA Trademarks, together with the goodwill of the business symbolized thereby and appurtenant thereto, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world. Furthermore, effective as of September 7, 2022, Assignor does hereby sell, assign, transfer, and convey to Assignee and its successors and assigns any claims for damages and all remedies arising out of any violation of the rights assigned hereby that Assignor may have that may have accrued after the Effective Date of Assignment to Assignee, including, but not limited to, the right to sue for, collect, and retain damages for such past infringements of the PRUSA Trademarks before or after issuance. As part of this assignment, Assignor make no representations or warranties, either express or implied, as to the adequacy or sufficiency of the PRUSA Trademarks, their freedom from defects of any kind, including freedom from any claim of trademark infringement that may result from the use thereof. This Assignment provides no warranties or representations, including warranties of title. In consideration thereof, Assignee does hereby indemnify, hold harmless and defend Assignor, its parent, subsidiaries and affiliated corporations, and its and their respective directors, officers, employees and agents from and against any and all claims arising from or connected to Assignee's, or any of its designees', use of the Assigned IP which occurred after the date of such assignment.

2. Subject to Mutual Release Agreement. Assignor and Assignee acknowledge and agree that any representations, warranties, covenants, indemnities, limitations and other terms contained in the Mutual Release Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Mutual Release Agreement and the terms hereof, the terms of the Mutual Release Agreement shall govern.

3. Authorization. Assignor does hereby authorize and request the (a) Commissioners for Patents and Trademarks of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the patents and trademarks included in the Assigned IP (including those listed on Attachment A) pursuant to the trademark assignment attached hereto as Attachment C and incorporated herein by this reference, and (b) the United States Library of Congress Copyright Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the copyrights included in the Assigned IP (including those listed on Attachment A).

4. Electronic Transfer, Transfer Forms. Assignor agrees to cooperate with Assignee, at Assignee's cost, to promptly transfer the domain names included in the Assigned IP (including those listed on Attachment A) electronically from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant of such domain names in the WHOIS database) and Assignor shall deliver all passwords, authorization codes or similar information necessary to transfer to Assignee all such domain names.

5. Further Assurances. Assignor does hereby covenant and agree with Assignee to execute and deliver to Assignee and any successors or assigns of Assignee at Assignee's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Assignee or any such successors or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Assigned IP, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the patents and trademarks included in the Assigned IP with the United States Patent and Trademark Office and the copyrights included in the Assigned IP with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar.

6. Miscellaneous..

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This Assignment, when signed and dated by both Parties, shall be deemed to be made, accepted and delivered in the City and County of New York, New York, regardless of where the Mutual Release Agreement is executed by the parties.

Pernod Ricard USA, LLC

Ten Point Ventures, Inc.

Pamela Forbus
By: _____
Name: **Pamela Forbus**
Title: **SVP, Chief Marketing Officer**

Blake Shelton
By: _____
Name: **blake shelton**
Title:

Attachment A

TRADEMARKS

	Serial Number	Reg. Number	Word Mark
1	90080396	6465113	SMITHWORKS TRADE MARK AMERICAN BREWED
2	88461104	6078015	SMITHWORKS EST. 2015
3	87644025	5740695	SMITHWORKS
4	86462421	4952294	SMITHWORKS
5	86807581	4994907	SMITHWORKS AMERICAN MADE VODKA TRADE MARK
6	1814156	TMA1020347	SMITHWORKS *Canadian national filing
7	015251341	015251341	SMITHWORKS *European Union trademark
8	015251341	UK00915251341	SMITHWORKS *United Kingdom national filing
9	1,755,260	TMA1017613	SMITHWORKS AMERICAN MADE VODKA and Tractor design *Canadian national filing
10	2001169	[TBD]	SMITHWORKS and Tractor design *Canadian national filing