

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837018

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900790619

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Project Crush Acquisition Corp LLC		06/30/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Full Glass-Winc, LLC
Street Address:	1100 Emmons Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	4785880	#TBT
Registration Number:	4828877	ALMA LIBRE
Registration Number:	4828858	ATAVIST
Registration Number:	4985275	AU-DELÀ
Registration Number:	4796870	BIG BEAT
Serial Number:	88722219	BOKETTO
Registration Number:	4689816	BRETHREN OF THE ROAD
Serial Number:	90897917	CASA DE LILA
Registration Number:	4988821	CHOMMIE
Registration Number:	5073314	DÉCLASSÉ
Registration Number:	5347935	DIVINER
Registration Number:	4864507	ENDGAME
Registration Number:	5197280	FINKE'S WIDOW
Registration Number:	4814764	FOG LAND
Serial Number:	97461706	FORMA DE VIDA
Registration Number:	4733318	FUNK ZONE
Registration Number:	6640189	GOLDEN CHILD
Registration Number:	5142393	HONEY BEAST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6599173	HOUSE OF LUCK
Registration Number:	4842289	IDEE FIXE
Registration Number:	5004566	IF A TREE FALLS
Registration Number:	4765964	KIN + COUNTRY
Registration Number:	4864499	LA MULETA
Registration Number:	4753309	L'ATELIER DU SUD
Registration Number:	4864511	LAUGHING OWL
Serial Number:	97329797	LE FERMIER
Registration Number:	6009175	LIGHT & SPACE
Registration Number:	4988823	LIKELIHOOD OF CONFUSION
Registration Number:	5293657	LOVES ME NOT
Registration Number:	5417171	MATCHLOCK
Registration Number:	5166174	OBJET D'ART
Serial Number:	90870209	ONE FROM THE QUIVER
Registration Number:	4762003	PRETTY YOUNG THING
Registration Number:	4761999	PRISMUS
Registration Number:	5197235	QTY
Registration Number:	5197040	RESTLESS EARTH
Registration Number:	6840849	ROME OF THE NORTH
Registration Number:	4814797	RUZA
Registration Number:	4746631	SALIENT
Registration Number:	4733319	SO THIS HAPPENED...
Registration Number:	4762004	SUPERCLUSTER
Registration Number:	4924159	THE BLUFFER
Registration Number:	4825091	THE INDEPENDENT
Registration Number:	4711882	VILLE BASSE
Registration Number:	5143508	WINC
Registration Number:	5086799	WINC
Registration Number:	4878574	ZWICKER
Registration Number:	4176945	CLUB W
Serial Number:	97029528	W
Registration Number:	6754306	W

CORRESPONDENCE DATA

Fax Number: 3127595646

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: 3123571313

Email: mandrade@btlaw.com

Correspondent Name: BARNES & THORNBURG LLP
Address Line 1: P.O. Box 2786
Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER: 95173-1

NAME OF SUBMITTER: Michael A. Carrillo

SIGNATURE: /Michael A. Carrillo/

DATE SIGNED: 09/05/2023

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**") is made, executed and delivered this 30th day of June, 2023, by AMASS Brands Inc., a Delaware corporation, Project Crush Acquisition Corp LLC, a Delaware limited liability company, Project Crush DTC Sub LLC, a California limited liability company (each of the foregoing, a "**Seller**" and, collectively, "**Sellers**"), to Full Glass-Wine, LLC, a Delaware limited liability company ("**Buyer**") pursuant to that certain Asset Purchase Agreement dated as of June 11, 2023 (the "**Purchase Agreement**"), by and among Sellers, Full Glass Wine Co., LLC, a Delaware limited liability company, and Buyer. Capitalized terms used but not defined in this Trademark Assignment have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably and unconditionally assign and transfer to Buyer, and Buyer hereby accepts, Sellers' entire right, title and interest in and for the goodwill of the business and to the Transferred Trademarks and the Transferred IPR associated with the Transferred Trademarks. Initial and date here: *[Signature]* 8/29/2023

Section 2. Recordation and Further Action. Sellers agree, for themselves and their successors, with Buyer and its successors and assigns, but at Buyer's expense, hereafter to (i) execute all applications, filings, amendments, or other instruments, (ii) do all acts necessary or proper to maintain, review, and otherwise secure registration of the Marks in the United States on behalf of Buyer, in such form as shall be approved by the counsel of Buyer, and (iii) transfer, vest, and confirm ownership of the Marks in Buyer, its successors and assigns, including all right, title and interest in and to the Marks.

Section 3. Purchase Agreement. The parties acknowledge and agree that this Trademark Assignment is entered into pursuant and subject to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Transferred Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Trademark Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall govern and control.

Section 4. Counterparts; Facsimile or Electronic Signatures. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers and Buyer have duly executed this Trademark Assignment as of the date first above written.

**PROJECT CRUSH ACQUISITION CORP
LLC**

By: AMASS Brands Inc., its sole member

By: Mark Lynn

Name: Mark T. Lynn

Title: Chief Executive Officer

PROJECT CRUSH DTC SUB LLC

By: AMASS Brands Inc., its sole member

By: Mark Lynn

Name: Mark T. Lynn

Title: Chief Executive Officer

AMASS BRANDS INC.

By: Mark Lynn

Name: Mark T. Lynn

Title: Chief Executive Officer

[Signature Page Trademark Assignment Agreement]

FULL GLASS-WINC LLC

By: 

Name: *Louis Amoroso*

Title: *CEO*

[Signature Page Trademark Assignment Agreement]

TRADEMARK
REEL: 008188 FRAME: 0356

EXHIBIT A

MARKS

<u>Country</u>	<u>Debtor</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No./Reg. No.</u>	<u>Class / Goods</u>
United States of America	Winc, Inc.	#IBT	Registered	4785880	33 Wine
United States of America	Winc, Inc.	ALMA LIBRE	Registered	4828877	33 Wine
United States of America	Winc, Inc.	ATAVIST	Registered	4828858	33 Wine
United States of America	Winc, Inc.	AU-DELA	Registered	4985275	33 Wine
United States of America	Winc, Inc.	BIG BEAT	Registered	4796870	33 Wine
United States of America	Winc, Inc.	BOKETTO	Pending	88722219	33 Sake
United States of America	Winc, Inc.	Brethren of the Road	Registered	4689816	33 Wine
United States of America	Winc, Inc.	CASA DE LILA	Pending*	90897917	33 Wine
United States of America	Winc, Inc.	CHOMMIE	Registered	4988821	33 Wine
United States of America	Winc, Inc.	DECLASSE	Registered	5073314	33 Wine
United States of America	Winc, Inc.	DIVINER	Registered	5347935	33 wine
United States of America	Winc, Inc.	ENDGAME	Registered	4864507	33 Wine
United States of America	Winc, Inc.	FINKE'S WIDOW	Registered	5197280	33 Wine
United States of	Winc, Inc.	FOG LAND	Registered	4814764	33 Wine

[Exhibit A to Trademark Assignment Agreement]

287559511 v3

<u>Country</u>	<u>Debtor</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No./Reg. No.</u>	<u>Class / Goods</u>
America					
United States of America	Wine, Inc.	FORMA DE VIDA	Pending*	97461706	33 Wine
United States of America	Wine, Inc.	FUNK ZONE	Registered	4733318	33 Wine
United States of America	Wine, Inc.	GOLDEN CHILD	Registered	6640189	33 Wine
United States of America	Wine, Inc.	HONEY BEAST	Registered	5142393	33 Wine
United States of America	Wine, Inc.	HOUSE OF LUCK	Registered	6599173	33 Sake
United States of America	Wine, Inc.	IDEE FIXE	Registered	4842289	33 Wine
United States of America	Wine, Inc.	IF A TREE FALLS	Registered	5004566	33 Wine
United States of America	Wine, Inc.	KIN + COUNTRY	Registered	4765964	33 Wine
United States of America	Wine, Inc.	LA MULETA	Registered	4864499	33 Wine
United States of America	Wine, Inc.	L'ATELIER DU SUD	Registered	4753309	33 Wine
United States of America	Wine, Inc.	LAUGHING OWL	Registered	4864511	33 Wine
United States of America	Wine, Inc.	LE FERMIER	Pending	97329797	33 Wine
United States of America	Wine, Inc.	LIGHT & SPACE	Registered	6009175	33 Wine
United States of America	Wine, Inc.	LIKELIHOOD OF CONFUSION	Registered	4988823	33 Wine
United States of America	Wine, Inc.	LOVES ME NOT	Registered	5293657	33 Wine



[Exhibit A to Trademark Assignment Agreement]

287559511 v3

TRADEMARK
REEL: 008188 FRAME: 0358

<u>Country</u>	<u>Debtor</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No./Reg. No.</u>	<u>Class / Goods</u>
United States of America	Wine, Inc.	MATCHLOCK	Registered	5417171	33 Wine
United States of America	Wine, Inc.	OBJET D'ART	Registered	5166174	33 Wine
United States of America	Wine, Inc.	ONE FROM THE QUIVER	Pending*	90870209	33 Wine
United States of America	Wine, Inc.	PRETTY YOUNG THING	Registered	4762003	33 Wine
United States of America	Wine, Inc.	PRISMUS	Registered	4761999	33 Wine
United States of America	Wine, Inc.	QTY	Registered	5197235	33 Wine
United States of America	Wine, Inc.	RESTLESS EARTH	Registered	5197040	33 Wine
United States of America	Wine, Inc.	ROME OF THE NORTH	Registered	6840849	33 Wine
United States of America	Wine, Inc.	RUZA	Registered	4814797	33 Wine
United States of America	Wine, Inc.	SALIENT	Registered	4746631	33 Wine
United States of America	Wine, Inc.	SO THIS HAPPENED...	Registered	4733319	33 Wine
United States of America	Wine, Inc.	SUPERCLUSTER	Registered	4762004	33 Wine
United States of America	Wine, Inc.	THE BLUFFER	Registered	4924159	33 Wine
United States of America	Wine, Inc.	THE INDEPENDENT	Registered	4825091	33 Wine
United States of America	Wine, Inc.	VILLE BASSE	Registered	4711882	33 Wine
United States of America	Wine, Inc.	WINC	Registered	5143508	45 Preparation of customized gift sets

[Exhibit A to Trademark Assignment Agreement]

<u>Country</u>	<u>Debtor</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No./Reg. No.</u>	<u>Class / Goods</u>
United States of America	Winc, Inc.	WINC	Registered	5086799	35 Online store and retail store services featuring wine; administering a wine club by means of providing select wines for members to purchase and arranging periodic shipments of wines to club members
United States of America	Winc, Inc.	ZWICKER	Registered	4878574	33 Wine
United States of America	Winc, Inc.	CLUB W	Registered	4176945	35 On-line retail store services featuring wine 39 Wine club services featuring periodic shipments of wine to members 43 Providing a web site where users can post ratings, reviews and recommendations on wines for wine appreciation purposes
United States of America	Winc, Inc.		Pending*	97029528	32 Non-alcoholic beverages containing fruit juices
United States of America	Winc, Inc.		Registered	6754306	33 Wine, sake 35 Online retail store services featuring wine; retail store services featuring wine; administering a wine club by means of providing select wines for members to purchase and arranging periodic shipments of wines to club members

* Marks labeled with an asterisk are not currently in use and may be revived by filing a petition to revive and required extension of time.

[Exhibit A to Trademark Assignment Agreement]

900790619 08/03/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM829053

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Project Crush Acquisition Corp LLC		06/30/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Full Glass-Winc, LLC
Street Address:	1100 Emmons Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	4785880	#TBT
Registration Number:	4828877	ALMA LIBRE
Registration Number:	4828858	ATAVIST
Registration Number:	4985275	AU-DELÀ
Registration Number:	4796870	BIG BEAT
Serial Number:	88722219	BOKETTO
Registration Number:	4689816	BRETHREN OF THE ROAD
Serial Number:	90897917	CASA DE LILA
Registration Number:	4988821	CHOMMIE
Registration Number:	5073314	DÉCLASSÉ
Registration Number:	5347935	DIVINER
Registration Number:	4864507	ENDGAME
Registration Number:	5197280	FINKE'S WIDOW
Registration Number:	4814764	FOG LAND
Serial Number:	97461706	FORMA DE VIDA
Registration Number:	4733318	FUNK ZONE
Registration Number:	6640189	GOLDEN CHILD
Registration Number:	5142393	HONEY BEAST
Registration Number:	6599173	HOUSE OF LUCK

TRADEMARK

RECORDED: 08/03/2023

REEL: 008188 FRAME: 0361