

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848258

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TSS Brands Limited Liability Company		05/23/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avalon Spirits LLC		
<b>Street Address:</b>	22036 Snake Den Rd		
<b>City:</b>	Upperville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20184		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97462334	IRON QUARTER	
<b>Registration Number:</b>	4518131	WHISKEY ROW	
<b>Registration Number:</b>	5424259	IRON QUARTER	
<b>Registration Number:</b>	5662621	BILLY GOAT STRUT	
<b>Registration Number:</b>	7023804	WHISKEY ROW	
<b>Registration Number:</b>	7025750	BILLY GOAT STRUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<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>			
<b>Phone:</b>	2126843900		
<b>Email:</b>	gtsuiyip@grr.com		
<b>Correspondent Name:</b>	Gloria Tsui-Yip		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Gloria Tsui-Yip		
<b>SIGNATURE:</b>	/Gloria Tsui-Yip/		
<b>DATE SIGNED:</b>	10/24/2023		

CH \$165.00 97462334

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated this 23 day of May, 2023 (the "Effective Date"), is from TSS Brands Limited Liability Company (a/k/a TSS or TSS Brands), a Kentucky limited liability company (the "Assignor"), having an address at 110 Rest Cottage Ln. Pewee Valley, KY 40056, to Avalon Spirits LLC, a Delaware limited liability company (the "Assignee"), having an address at 22036 Snake Den Rd., Upperville, VA 20184.

WHEREAS, Assignor and its predecessors in interest have adopted and used the following trademarks / service marks set forth below (each individually a "Mark" and collectively included in the "Marks" set forth in this Assignment) which are registered in the United States Patent and Trademark Office as described below (each individually a "Registration" and collectively referred to as the "Registrations"):

<i>"Mark"</i>	<i>"Registration" No.</i>	<i>Registration Date</i> <i>(MM/DD/YYYY)</i>
WHISKEY ROW	4518131	04/22/2014
IRON QUARTER	5424259	03/13/2018
BILLY GOAT STRUT	5662621	01/22/2019
WHISKEY ROW	7023804	04/11/2023
BILLY GOAT STRUT	7025750	04/11/2023

WHEREAS, as of the Effective Date, Assignor is the sole owner of the exclusive right, title and interest in and to the pending U.S. federal trademark application referenced below (the "Application") for the corresponding trademark set forth below (a "Mark" and collectively included in the "Marks" set forth in this Assignment), which has been applied for registration based on Assignor's bona fide intent to use such Mark under Section 1(b) of the Lanham Act:

<i>"Mark"</i>	<i>"Application"</i> <i>Serial No.</i>	<i>Filing Date</i> <i>(MM/DD/YYYY)</i>
IRON QUARTER	97462334	06/16/2022

WHEREAS, with respect to the Application founded on Section 1(b) of the Lanham Act, regarding which an amendment to allege use or a verified statement of use has not been filed with the United States Patent and Trademark Office pursuant to Section 1(a) of the Lanham Act, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which the corresponding Mark pertains, thereby making permissible, pursuant to Section 10 of the Lanham Act, the assignment of the Application to the extent founded on Section 1(b) of the Lanham Act;

  
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**TRADEMARK**

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WHEREAS, Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Marks, Registrations, and Application, together with the goodwill of the business connected with the use of and symbolized by the Marks;

WHEREAS, Assignor and Assignee desire to effect the assignment of the Marks, Registrations, Application, and related rights by this document;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this document, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby assign unto Assignee, as of the Effective Date, without any restrictions, reservations, or limitations other than specifically set forth in this Assignment:

a. All right, title and interest in and to the Marks, the corresponding Application (and any resulting registration issued therefrom), and the Registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks, arising under the federal, state, and common law of the United States of America, including the right to register the Marks in Assignee's name in the United States of America;

b. All claims and rights associated with the Marks, the corresponding Application (and any resulting registrations issued therefrom), and the Registrations, arising under the federal, state, and common law of the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks, the corresponding Application (and any resulting registration issued therefrom), and the Registrations, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery);

c. All right, title and interest in and to the Marks, any related applications for registration of said Marks, and any registrations of said Marks, including all related International Registrations issued pursuant to the Madrid Protocol, and such related Applications for Extension of Protection that have been filed and such Extensions of Protection thereof that have issued, together with the goodwill of the business connected with the use of and symbolized by the Marks, arising under applicable laws elsewhere in the World apart from the United States of America, including the right to register the Marks in Assignee's name elsewhere in the World apart from the United States of America; and

d. All claims and rights associated with the Marks, any related applications for registration of said Marks, and any registrations of said Marks, including all related International Registrations issued pursuant to the Madrid Protocol, and such related Applications for Extension of Protection that have been filed and such Extensions of Protection thereof that have issued, arising under applicable laws elsewhere in the World apart from the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Mark, and to receive any and all damages or other

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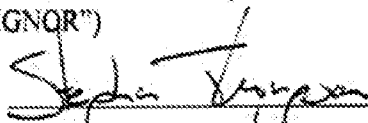
recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

2. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized representatives, effective as of the Effective Date.

**TSS Brands Limited Liability Company**  
(a/k/a TSS or TSS Brands)  
("ASSIGNOR")

By:



Name:

Stephen Thompson

Title:

Manager

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 S.P.T.

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**ACKNOWLEDGEMENT**

The undersigned Assignee hereby declares that it acknowledges and has accepted the foregoing Assignment.

**Avalon Spirits LLC**  
("ASSIGNEE")

By: J. Glover

Name: John S. Glover

Title: President + CEO

Avalon Spirits LLC