

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853265

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/13/2022
RESUBMIT DOCUMENT ID:	900791655

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AdventureCORPS, Inc.		08/24/2022	Corporation:

RECEIVING PARTY DATA

Name:	Hewn Spirits, LLC
Street Address:	P.O. Box 399
City:	Bedminster
State/Country:	PENNSYLVANIA
Postal Code:	18910
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5361833	BADWATER
Serial Number:	88777537	BADWATER

CORRESPONDENCE DATA

Fax Number: 2155864408
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: 12153481442
Email: kwatkins@ipworkslaw.com
Correspondent Name: Kevin Watkins
Address Line 1: P.O. Box 818
Address Line 4: Doylestown, PENNSYLVANIA 18901

ATTORNEY DOCKET NUMBER:	BAD-OP1
NAME OF SUBMITTER:	Catherine A. Cavella, Esq.
SIGNATURE:	/Catherine A Cavella/
DATE SIGNED:	11/14/2023

Total Attachments: 5

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ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into on the date of signature below and effective as of the 13th day of March, 2022, (the "Effective Date") between AdventureCORPS, Inc. a California Corporation with an address of 628 Lindero Canyon Road Suite 311 Oak Park California 91377 ("Transferor"), and Hewn Spirits, LLC a Pennsylvania Limited Liability Company with an address of PO Box 399 Bedminster Pennsylvania ("Transferee").

WHEREAS Transferor and Transferee have entered into a business deal on March 13, 2022, titled Settlement and Coexistence Agreement;

WHEREAS this deal references the intent to transfer ownership of several trademarks AND

WHEREAS Transferor has owned and registered, or applied for registration in the USPTO of certain trademarks in Class 32 listed below in (A) (the "Class 32 Trademarks");

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) **CLASS 32 TRADEMARKS:** Transferor hereby assigns, transfers and conveys to Transferee all right, title, interest and associated good will in and to its assets including the following Class 32 Trademarks, true and correct copies of which are attached hereto as Exhibit A:

1. U.S. Registration 5,361,833, BADWATER for "Bottled water; Bottled artesian water; Bottled drinking water; Energy drinks; Flavored bottled water; Purified bottled drinking water; Sports drinks, namely, energy drinks," in Class 032

including without limitation all common law trademark rights, together with all goodwill of the business symbolized by and associated with the trademark; and

2. U.S. Serial No. 88/777,537, BADWATER for “Beer” in Class 032

including without limitation all common law trademark rights, together with all goodwill of the business symbolized by and associated with the trademark.

- (B) **TRANSFeree DUTIES:** Transferee hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.
- (C) **TRANSFEROR DUTIES:** Without limiting the foregoing provisions, Transferor agrees to take whatever further action is deemed necessary or appropriate by Transferee to properly and completely effect the transfer to Transferee of the Class 32 Trademarks and to establish full custody and ownership of such Class 32 Trademark by Transferee.
- (D) **SEVERABILITY:** If any portion of this Agreement is found to be invalid or unenforceable, for any reason, the remainder of the Agreement shall still be fully enforceable and effective.
- (E) **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Pennsylvania.
- (F) **ENTIRE AGREEMENT:** With the exception of the Settlement and Coexistence Agreement signed by the parties on March 13, 2022, which remains in force and Paragraph 7(a) of which is effected by this Agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and


discussions, including any letter of intent. No oral agreement or explanation by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in writing and signed by the parties or authorized representatives of the Parties.

- (G) **HEADINGS:** The headings in this Agreement are intended only for the purpose of reference and convenience and shall not affect the scope, meaning, or intent of any of the provisions of this Agreement, nor shall such headings be given any legal effect.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Transferor and the Transferee have executed this Assignment Agreement effective as of the date set forth in the introductory paragraph above.

AdventureCORPS, Inc. (Transferor)

Signed:  8-24-22
BY: Chris Kostman
TITLE: Principal

I, the undersigned, a Notary Public in and for the United States in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20____.

Signature of Notary Public

(Seal)

Printed Name of Notary

My commission expires on _____, 20____.

California Certificate of Acknowledgement is
on separate sheet.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

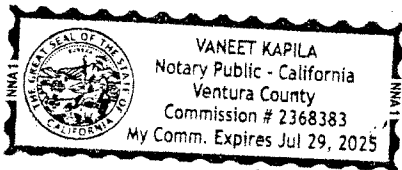
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura }
On Aug. 24TH, 2022 before me, Vaneet Kapila, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Kostman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Vaneet Kapila
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment Agreement
Document Date: Aug. 24th, 2022 Number of Pages: Five
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____