

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caribbean Distillers LLC		10/31/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Lake Alfred Holdings, LLC		
Street Address:	676 N. Michigan Avenue		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1609294	KYNROSS	
Registration Number:	2200568	LARRAURI	
Registration Number:	2267736	D'ALZARC	
Registration Number:	5290518	DEAUVILLE	
Registration Number:	4106533	FLORIDA CARIBBEAN DISTILLERS	
Registration Number:	4071781	MAD DRAGON	
Registration Number:	4063462	SONAVAVITCH	
Registration Number:	5191022	RON CARLOS	
Registration Number:	5286043	BAY STREET	
Registration Number:	5286044	COMMANDER'S CALL	
Registration Number:	5451223	DEAUVILLE	
Registration Number:	5286245	JAMES'S HARBOR	
Registration Number:	5286247	JEREMIAH TANNER	
Registration Number:	5290822	FLORIDA OLD RESERVE	
Registration Number:	5315936	KING'S SQUARE	
Registration Number:	5315937	MINSKI	
Registration Number:	5482260	SILVER SATIN	
Registration Number:	5468575	MAD HEN	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5469670	RON MAARTEN
Registration Number:	5545956	SPECKLED TAIL
Serial Number:	88276476	LE ROSEY ROSE WINE FROM FRANCE 750 ML 12
Serial Number:	88276513	LE ROSÉY ROSE WINE FROM FRANCE 375 ML. 1
Serial Number:	88456637	BOARDWALK GIN

CORRESPONDENCE DATA

Fax Number:

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Laura M. Franco, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/mp
DATE SIGNED:	12/12/2023

Total Attachments: 8

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EXHIBIT H-3 – FCD IP ASSIGNMENT AGREEMENT

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (“Assignment”) is executed as of October 31, 2023 (the “Effective Date”), between Caribbean Distillers LLC, a Florida limited liability company with a principal place of business of 220 Alhambra Circle, Suite 304, Coral Gables, FL 33134 (“Seller”), and Lake Alfred Holdings, LLC, a Delaware limited liability company with a principal place of business of 676 N. Michigan Avenue, Suite 3700, Chicago, IL 60611 (“Buyer”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of September 25, 2023, by and among Seller, Buyer and Auburndale Plant Holdings, LLC, a Delaware limited liability company (the “APA”).

WHEREAS, Buyer and Seller are parties to the APA, pursuant to which Seller has agreed to assign, convey, transfer and deliver to Buyer, and cause certain Affiliates to assign, convey, transfer and deliver to Buyer, and Buyer has agreed to acquire, all right, title and interests in and to the Purchased Assets, all as described therein, including, without limitation, the Intellectual Property Assets; and

WHEREAS, pursuant to Section 2.10 of the APA, Buyer and Seller have agreed to enter into this Assignment to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. Seller hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Buyer and its successors and assigns, all of Seller’s worldwide rights, title and interests in and to all Intellectual Property Assets, including, without limitation: (i) the Intellectual Property Assets set forth on Schedule 1 hereto and all Brands and Trademarks intentionally similar or confusingly similar to any of the foregoing, and all other intellectual property and proprietary rights arising out of, or in connection with any of the foregoing; (ii) all of the goodwill associated with any of the foregoing, (iii) all registrations and applications for registration for any of the foregoing, and all issuances, extensions, and renewals thereof, (iv) the ongoing and existing Business of Seller to which the Trademarks and Brands pertain; (v) the right to file any document (including, without limitation, applications) in the United States and throughout the world for any of the foregoing in the name of Buyer and its successors and assigns, (vi) all common law trademark and trade name rights in the Intellectual Property Assets, and (vii) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due or payable, and rights to causes of action and remedies, related to any of the Intellectual Property Assets, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Intellectual Property Assets, and all rights corresponding thereto throughout the world for the Intellectual Property Assets rights assigned herein.

2. Further Assurances.

a. Seller shall provide Buyer and its successors and assigns with all assistance as it may reasonably request for the full utilization of rights granted in Section 1. By way of illustration, Seller hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Buyer, execute and deliver such further assignments or other documents or instruments sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purpose or intent of this Agreement and to aid Buyer and its successors,

assigns, or other legal representatives to obtain and enforce proper protection for the Intellectual Property Assets in all jurisdictions and to record Buyer as owner of the Intellectual Property Assets, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Buyer and its successors, assigns, or other legal representatives. Without limiting the foregoing, Seller will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Intellectual Property Assets, including as applicable, placing each of the domain names in "unlocked" status and provide Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Seller's right, title and interest in the domain names to Assignee. Seller shall not assert any right, title, or interest in or to the Intellectual Property Assets and shall not use the Intellectual Property Assets except as may be expressly authorized by Buyer in writing.

b. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, anywhere in the world, to issue or transfer all of the Intellectual Property Assets to Buyer, as Buyer of the entire right, title, and interest therein or otherwise as Buyer may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the state and worldwide offices in which any of the Intellectual Property Assets is or was registered, applied for, pending or recorded, requests or requires that additional forms or documents be presented or executed by Seller or its agents, affiliates or attorneys, Seller shall (at Buyer's cost and expense) execute such documents and deliver them to Buyer or its agents, attorneys or designees, as applicable.

3. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall be given, and shall become effective, as provided in Section 13.1 of the APA.

4. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Assignment.

5. Entire Agreement. This Assignment, together with all Exhibits and Schedules hereto and with the APA, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, Seller and Buyer, and each of their respective successors and assigns.

7. Third-Party Beneficiaries. Nothing in this Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

8. Survival. Any right, obligation, or required performance of the parties in this Assignment which, by its express terms or nature and context is intended to survive termination or expiration of this Assignment, will survive any such termination or expiration.

9. Amendment and Modification; Waiver. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable law.

11. Choice of Law; Venue. This Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of law doctrines. Any civil action or legal proceeding arising out of or relating to this Assignment shall be brought in the courts of record in Polk County, the State of Florida or the United States District Court, Middle District of Florida. Each party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court. Service of any court paper may be effected on such party by mail, as provided in this Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

12. Terms of the APA. This Assignment is made subject to the terms and conditions of the APA, and nothing contained in this Assignment shall extend, amplify or otherwise alter any of the representations, warranties, covenants, agreements and indemnities contained in the APA.

13. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the Closing Date.

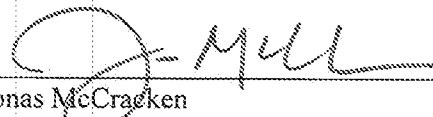
SELLER:

Caribbean Distillers LLC

By: 
Name: Alberto Rivera
Title: Secretary

BUYER:

Lake Alfred Holdings, LLC


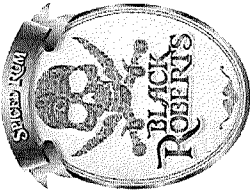
By: 
Name: Jonas McCracken
Title: President


By: _____
Name: [Name]
Title: [Title]


SCHEDULE 1
TO ASSIGNMENT

INTELLECTUAL PROPERTY ASSETS

Trademarks:

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status
KYNROSS	US	1/11/1989	73774181	8/7/1990	1609294	Registered
LARRAURI	US	5/5/1997	75285826	10/27/1998	2200568	Registered
D'ALZARC	US	12/11/1997	75403609	8/3/1999	2267736	Registered
DEAUVILLE (Stylized)	US	6/28/2017	87509273	4/24/2018	5290518	Registered
 FLORIDA CARIBBEAN DISTILLERS & DESIGN	US	11/5/2010	85169971	2/28/2012	4106533	Registered
MAD DRAGON	US	11/16/2010	85177455	12/13/2011	4071781	Registered
BLACK ROBERTS	Puerto Rico	1/24/2011	75128	1/24/2011	201574	Registered
MAD DRAGON	Puerto Rico	1/24/2011	75132	1/24/2011	201577	Registered
MAD DRAGON	Puerto Rico			01/24/2011	201566	Registered
SONAVAVITCH	US	6/8/2011	85341296	11/29/2011	4063462	Registered
SONAVAVITCH	Puerto Rico	6/15/2011	76787	6/15/2011	202264	Registered
	Puerto Rico	8/1/2011	77295	8/1/2011	202388	Registered

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status
SPICED RUM BLACK ROBERTS & DESIGN						
RON CARLOS	US	9/23/2016	87181189	4/25/2017	5191022	Registered
BAY STREET	US	2/27/2017	87350820	9/12/2017	5286043	Registered
COMMANDER'S CALL	US	2/27/2017	87350855	9/12/2017	5286044	Registered
<i>Deauville</i>	US	2/27/2017	87350912	9/19/2017	5290518	Registered
DEAUVILLE & DESIGN						
DEAUVILLE	US	06/28/2017	87509273	04/24/2018	5451223	Registered
JAMES'S HARBOR	US	3/3/2017	87357397	9/12/2017	5286245	Registered
JEREMIAH TANNER	US	3/3/2017	87357444	9/12/2017	5286247	Registered
FLORIDA OLD RESERVE	US	3/3/2017	87357365	9/19/2017	5290822	Registered
KING'S SQUARE	US	3/30/2017	87392745	10/24/2017	5315936	Registered
MINSKI	US	3/30/2017	87392758	10/24/2017	5315937	Registered
SILVER SATIN	US	3/30/2017	87392800	5/29/2018	5482260	Registered
MAD HEN	US	10/5/2017	87635025	5/15/2018	5468575	Registered
RON MAARTEN	US	10/23/2017	87655443	5/15/2018	5469670	Registered
SPECKLED TAIL	US	2/7/2018	87787861	8/21/2018	5545956	Registered
LE ROSEY	US	10/3/2018	88141035	-	-	Pending
	US	1/25/2019	88276476	-	-	Pending
LE ROSEY ROSE WINE FROM FRANCE 750 ML 12.5% ALC./VOL. and Design						

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status
 LE ROSEY ROSE WINE FROM FRANCE 375 ML, 12.5% ALC./VOL. and Design BOARDWALK GIN	US	1/25/2019	88276513	-	-	Pending
COLVILLE	Puerto Rico	12/14/2015	212470-33-1	12/14/2015	214697	Registered
BLACK ROBERTS	EU	12/21/2011	010226091	04/23/2012	010226091	Registered
BLACK ROBERTS	Mexico	05/24/2011	M1180654	10/11/2011	1243065	Registered
MAD DRAGON	Mexico	05/24/2011	M1180647	11/01/2011	1247722	Registered
BLACK ROBERTS	UK	12/21/2011		04/23/2012	UK00910226091	Registered
BLACK ROBERTS	Bolivia	02/22/2019	200178-2019	07/31/2019	186675	Registered
BLACK ROBERTS	Chile	02/15/2019	1314932	10/07/2019	1307083	Registered
BLACK ROBERTS	Colombia	02/13/2019	SD20190013005	10/05/2019	629363	Registered
BLACK ROBERTS	Ecuador	02/18/2019	MSENADI/2019/11757	-	SENADI/2019/TI/9016	Registered
MAD DRAGON	Dem Rep	-	-	11/15/2011	191267	Registered
MAD DRAGON	Panama	05/27/2011	M200724-01	05/27/2011	M200724-01	Registered
MEX MIX	Bolivia	02/22/2019	200177/2019	07/31/2019	186674	Registered
MEX MIX	Chile	02/15/2019	1314934	10/07/2019	1307085	Registered
MEX MIX	Colombia	02/13/2019	SD20190013018	10/05/2019	629361	Registered
MEX MIX	Ecuador	02/18/2019	MSENADI/2019/11768	-	SENADI/2019/TI/13573	Registered
MEX MIX	Peru	02/07/2019	M784855/2019	03/28/2019	P00277358	Registered
MEXMIX	Anguilla				5364	Registered
MEXMIX	Antigua Barbuda and				8297	Registered
MEXMIX	Antigua Barbuda and	04/23/2013	2016-326b	-	-	Published

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status
MEXMIX	Antigua and Barbuda	04/23/2013	2016-354a	-	-	Published
MEXMIX	Barbados	04/26/2013	81 030762	-	-	Published
MEXMIX	Curacao				14213	Registered
MEXMIX	Dom Rep	07/17/2013	E2013-19831	10/01/2013	206777	Registered
MEXMIX	Jamaica	04/15/2013	62394	-	-	Registered
MEXMIX	St. Maarten	05/31/2013	14213	06/16/2013	14213	Registered
MEXMIX	St. Vincent and Grenadines	04/19/2013	91/2013	-	-	Allowed
MEXMIX	Trinidad and Tobago	04/05/2013	6683	-	-	Published
MULATA	Canada	01/23/2015	1712252	06/17/2019	TMA1026489	Registered
MULATA	Canada				1166967	Registered
RON CARLOS	Brazil	05/14/2019	-	12/10/2019	917318544	Registered
SANCHO LOCO	Dom Rep	-	-	11/15/2011	191266	Registered
SONAVAVITCH	Bolivia	02/22/2019	200176-2019	08/28/2019	186912	Registered
SONAVAVITCH	Chile	02/15/2019	1314933	10/07/2019	1307084	Registered
SONAVAVITCH	Colombia	02/13/2019	629359	10/05/2019	SD20190013013	Registered
SONAVAVITCH	Ecuador	02/18/2019	SENADI-2019-11761	-	SENADI/2019/TI/13746	Registered
SONAVAVITCH	Peru	02/07/2019	M784856/2019	03/27/2019	P00277322	Registered
CRAFT CIDER						Unregistered
SANCHO LOCO	Puerto Rico			01/24/2011	206906	Registered
MEXMIX	Puerto Rico			08/02/2012	201984	Registered
SANCHO LOCO	Puerto Rico			06/14/2011		Registered
MEX MIX	Peru	02/07/2019	M784855/2019			Pending
FLORIDA CARIBBEAN DISTILLERS	North Dakota	06/23/2016	30202700			Registered

Domain Names:

Domain Name	Expiration Date	Registrant
floridadistillers.com	4/23/2024	Caribbean Distillers LLC
floridadistillers.site	12/9/2023	Caribbean Distillers LLC
floridacaribbeandistillers.com	12/10/2025	Caribbean Distillers LLC