

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westbridge LLC		02/04/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Coalition Whiskey, Inc		
Street Address:	919 N. Market Street		
Internal Address:	Suite 725		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6404470	COALITION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7374438811		
Email:	tmcentral@pirkeybarber.com,eadler@pirkeybarber.com		
Correspondent Name:	Eric Adler		
Address Line 1:	1801 East 6th Street, Suite 300		
Address Line 4:	Austin, TEXAS 78702		
ATTORNEY DOCKET NUMBER:	EGAN		
NAME OF SUBMITTER:	MARY MURCHISON		
SIGNATURE:	MARY MURCHISON		
DATE SIGNED:	02/07/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

Westbridge LLC to Coalition Whiskey, Inc.

This trademark assignment agreement (“Trademark Assignment”), dated as of 2/4/2024, is made by Westbridge LLC (“Seller”), a New York limited liability company located at 5 Wagner Place, Hastings On Hudson, NY 10706, in favor of Coalition Whiskey, Inc. (“Buyer”), a Delaware corporation, located at 919 N. Market Street, Suite 725, Wilmington, DE 19801.

The parties agree as follows:

1. Assignment. In exchange for a payment of \$100, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 3 are true and correct as of the date hereof.

(a) Authority of Seller. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational actions of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Assigned Trademarks are subject, or (iv) result in the creation or imposition of any encumbrances on the Assigned Trademarks. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Assigned Trademarks.

(c) Ownership. Seller owns all right, title, and interest in and to the Assigned Trademarks, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Assigned Trademarks and Seller's ownership and use thereof.

(d) Registrations. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Acquired Marks.

(e) Validity and Enforceability. The Assigned Trademarks are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Acquired Mark.

(f) Non-Infringement. The registration, ownership, and exercise of the Assigned Trademarks do not and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. No person has infringed or otherwise violated, or is currently infringing or otherwise violating, any of the Assigned Trademarks.

(g) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or threatened: (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Assigned Trademarks, (ii) challenging the validity, enforceability, registrability, or ownership of any Assigned Trademarks or Seller's rights with respect thereto,

or (iii) by Seller or any third party alleging any infringement or other violation by any third party of any Assigned Trademarks.

4. Indemnification.

(a) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, any person to whom Buyer may assign the Assigned Trademarks and their respective shareholders, directors, officers, and employees (each, a "Buyer Indemnified Party") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "Third-Party Claim") related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder.

(b) A Buyer Indemnified Party shall promptly notify the Seller upon becoming aware of a Third-Party Claim with respect to which Seller is obligated to provide indemnification under this Section 4 ("Indemnified Claim"). Seller shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Buyer Indemnified Party, and the Buyer Indemnified Party shall reasonably cooperate with Seller in connection therewith, in each case at Seller's sole cost and expense. The Buyer Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. Seller shall not settle any Indemnified Claim without the Buyer Indemnified Party's prior written consent (which consent shall not be unreasonably withheld). If Seller fails or refuses to assume control of the defense of such Indemnified Claim, the Buyer Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to Seller, in each case in such manner and on such terms as the Buyer Indemnified Party may deem appropriate. Neither the Buyer Indemnified Party's failure to perform any obligation under this Section 4 nor any act or omission of the Buyer Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve Seller of its obligations under this Section 4, including with respect to any Losses, except to the extent that Seller can demonstrate that it has been materially prejudiced as a result thereof.

Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

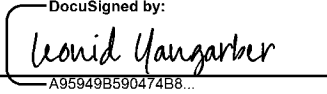
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule

(whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Westbridge LLC

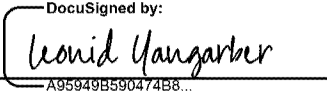
By:  A95949B590474B8...

Name: Leonid Yangarber

Title: CEO

AGREED TO AND ACCEPTED:

Coalition Whiskey, Inc.

By:  A95949B590474B8...

Name: Leonid Yangarber

Title: Chief Executive Officer

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App No.	Reg. No.	Notes
Coalition	88724329	6404470	