

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI29862

<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>
D. Canale & Co.		02/15/2024	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Old Dominick Distillery, LLC		
<b>Street Address:</b>	305 S. Front		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38103		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6261506	HULING STATION	
<b>Registration Number:</b>	4905362	OLD DOMINICK	
<b>Registration Number:</b>	5492461	OLD DOMINICK HONEYBELL	
<b>Registration Number:</b>	5789223	OLD DOMINICK HULING STATION	
<b>Registration Number:</b>	5751812	OLD DOMINICK MEMPHIS TODDY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152591470		
<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>	6152591450		
<b>Email:</b>	trademarks@arlaw.com		
<b>Correspondent Name:</b>	Kristina Montanaro Schrader		
<b>Address Line 1:</b>	1600 West End Avenue		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	621057-019140		
<b>NAME OF SUBMITTER:</b>	MRS. Kristina Schrader		
<b>SIGNATURE:</b>	MRS. Kristina Schrader		
<b>DATE SIGNED:</b>	02/15/2024		

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**Total Attachments: 1**

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**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT (“Assignment”) is made and entered into on this 15 day of February, 2024 (“Effective Date”), by and between **D. Canale & Co.**, a corporation of Tennessee, with its principal office at 79 South Second Street, Memphis, Tennessee 38103 (“Assignor”), and **Old Dominick Distillery, LLC**, a limited liability company of Tennessee with its principal office at 305 S. Front, Memphis, Tennessee 38103 (“Assignee”) (collectively, the “Parties”).

WHEREAS Assignor is the owner of the following United States trademark registrations (collectively, the “Trademarks”):

<b>Trademark</b>	<b>U.S. registration no.</b>
HULING STATION	6261506
OLD DOMINICK	4905362
OLD DOMINICK HONEYBELL	5492461
OLD DOMINICK HULING STATION	5789223
OLD DOMINICK MEMPHIS TODDY	5751812

WHEREAS Assignee desires to acquire all of Assignor’s right, title, and interest in and to the Trademarks, together with all ancillary rights relating thereto, including goodwill.

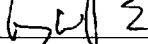
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the Trademarks together with the whole of the goodwill of the business symbolized by the Trademarks, the full and exclusive benefit thereof, all common law rights connected with the Trademarks and all rights, privileges and advantages pertaining thereto, including the right to recover and bring proceedings to recover damages and other remedies in respect of infringement of the Trademarks, and other forms of protection relating to the goodwill, whether committed before or after the Effective Date.

Assignee shall have the right to file appropriate documents with the U.S. Patent and Trademark Office to ensure that title to and ownership of the Trademarks is registered in Assignee’s name, and Assignor shall cooperate with Assignee with regard thereto and execute any documents reasonably required to effect the purposes of this Assignment.

NOW, WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

**SIGNED for and on behalf of Assignor**

**D. Canale & Co.**

By:   
Name: Christopher W. Canale Jr.  
Title: President