

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI102135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coalition Whiskey, Inc.		03/18/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Dancing Panda, LLC		
Street Address:	555 Airline Dr., Suite 100		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6404470	COALITION	
CORRESPONDENCE DATA			
Fax Number:	7374438797		
<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:	EGAN005		
NAME OF SUBMITTER:	MARY MURCHISON		
SIGNATURE:	MARY MURCHISON		
DATE SIGNED:	03/18/2024		
Total Attachments: 4			
source=1.C. Coalition - Trademark Assignment Agreement Coalition Whiskey Inc. to Dancing Panda LLC (APA Exhibit) [EXECUTED]#page1.tif			
source=1.C. Coalition - Trademark Assignment Agreement Coalition Whiskey Inc. to Dancing Panda LLC (APA Exhibit) [EXECUTED]#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

Coalition Whiskey, Inc. to Dancing Panda, LLC

This trademark assignment agreement (“Trademark Assignment”), dated as of March 18, 2024, is made by Coalition Whiskey, Inc. (“Seller”), a Delaware corporation, located at 919 N. Market Street, Suite 725, Wilmington, DE 19801, in favor of Dancing Panda, LLC (“Buyer”), a Delaware limited liability company, located at 555 Airline Dr., Suite 100, Coppell, TX 75019, the purchaser of certain assets of Seller pursuant to that certain ASSET PURCHASE AGREEMENT between Buyer, Seller and the other parties hereto, dated as of January 30, 2024 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by any party of any liabilities imposed on another party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Agreement and continue in full force and effect for the applicable periods in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

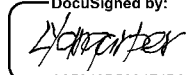
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission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

5. 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.

6. Governing Law and Dispute Resolution. 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 and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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). Any dispute arising out of or related to this Agreement shall be resolved as provided in Section 10.6 of the Asset Purchase Agreement.

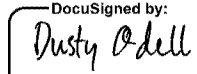
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Coalition Whiskey, Inc.

DocuSigned by:
By: 
Name: Leonid Yangerber
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

Dancing Panda, LLC

DocuSigned by:
By: 
Name: Lewis Dustin Odell
Title: Chief Executive Officer

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

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