

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI119082

<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>
Vermont Hard Cider Company, LLC		03/08/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Nightowl Martini, LLC		
<b>Street Address:</b>	290 North Olive Avenue		
<b>Internal Address:</b>	Unit 634		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97714866	AWAKEN YOUR SENSES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6022625747		
<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>	6022625311		
<b>Email:</b>	PTO@LEWISROCA.COM,JBolliger@lewisroca.com		
<b>Correspondent Name:</b>	Jennifer A. Van Kirk		
<b>Address Line 1:</b>	201 East Washington Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	310919-00001		
<b>NAME OF SUBMITTER:</b>	JULIA BOLLIGER		
<b>SIGNATURE:</b>	JULIA BOLLIGER		
<b>DATE SIGNED:</b>	03/25/2024		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is effective as of the date of the last signature below (the “Effective Date”) and is entered by and between Vermont Hard Cider Company, LLC, a Delaware limited liability company (“VHC”) and NightOwl Martini, LLC, a Delaware limited liability company (“Assignee”). VHC and Assignee are each referred to herein as “Party” and collectively as the “Parties.”

### RECITALS

A. VHC owns the trademark application listed below:

Trademark	Country	App. No.
AWAKEN YOUR SENSES	United States	97714866

(the “Mark”).

B. The Parties entered into a prior Brand Purchase Agreement in which NightOwl acquired that portion of VHC’s business pertaining to the NIGHTOWL Brand (including the Mark). The Mark was omitted from the Parties’ prior Agreement.

C. Assignee now wishes to acquire whatever rights VHC may possess in the Mark and Assignee is an ongoing business.

### AGREEMENT

In consideration for the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are incorporated in the Agreement as if set forth in full herein.
2. Assignment. VHC hereby assigns to Assignee all right, title, and interest in and to the Mark, together with the goodwill of the business associated with the Mark and the rights to bring and maintain actions based on the Mark.
3. Disclaimers. Notwithstanding anything in this Agreement or in discussions between the Parties to the contrary, the Mark is assigned and assumed on an “as is” basis, with VHC making no representations or warranties, and VHC hereby excluding and disclaiming any express or implied representations or warranties of any kind, including as to the validity and non-infringement of the Mark and VHC’s or Assignee’s ability to use, register or enforce the Mark.
4. Liability. The Parties agree that Assignee will bear all responsibility and liability for the Mark, including but not limited to liability for any disputes or claims of infringement, and VHC has no responsibility or liability for the Mark. Assignee agrees to assume, and hereby assumes, all liability for any claims relating to the Mark.

5. Maintenance and Enforcement. The Parties agree that VHC shall owe no obligation to Assignee to maintain, defend, or enforce the Mark. Assignee agrees to bear all prosecution, renewal, maintenance, defense and enforcement of the Mark and Assignee understands that VHC will not take any actions or incur any expense to maintain, renew, defend, or enforce the Mark.

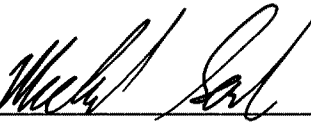
6. Indemnification. Assignee agrees to defend, indemnify, and hold VHC harmless against any and all third party claims, demands, causes of action, liability, loss, damage, judgments, or expense, including but not limited to attorneys fees and settlement amounts, arising out of the Mark. VHC shall have the right but not the obligation to choose its own counsel for any such defense.

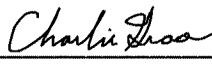
7. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any counterpart may be executed by facsimile signature, which shall be deemed an original. This Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands.

VERMONT HARD CIDER COMPANY LLC  
(Assignor)

NIGHTOWL MARTINI, LLC  
(Assignee)

By  \_\_\_\_\_  
Name: Michael Sacks  
Its: Authorized Representative  
Dated: March 8, 2024

By  \_\_\_\_\_  
Name: Charlie Grace  
Its: Co-founder  
Dated: 3/8/24