

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM156205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PremiumCo LLC		02/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	New Last Bottle, Inc.		
Street Address:	17837 1st Ave S PMB#7		
City:	Normandy Park		
State/Country:	WASHINGTON		
Postal Code:	98148		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1474418	CONN CREEK	
Registration Number:	1949609	ANTHOLOGY	
Registration Number:	4631093	BARREL BLENDING EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	7073407239		
<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:	707252712		
Email:	tmdept@dpf-law.com		
Correspondent Name:	James Scott Gerien		
Address Line 1:	1500 First Street, Ste 200		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	NEWL6-003		
NAME OF SUBMITTER:	JAMES GERIEN		
SIGNATURE:	JAMES GERIEN		
DATE SIGNED:	02/27/2024		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into and effective as of February 23, 2024 (the “Effective Date”), by and among PremiumCo LLC, a Delaware limited liability company (“Assignor”), New Last Bottle, Inc., a Delaware corporation (“Assignee”), and solely for purposes of Section 1(c), M. W. Whidbey LLC, a Washington limited liability company (“Whidbey”).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and trademark applications and registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (hereinafter referred to collectively as the “Marks”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), and all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement;

WHEREAS, Assignee is the successor to that portion of the assets of the Conn Creek Business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to accept such assignment and acquire from Assignor, all of its worldwide right, title and interest in and to the Marks, subject to the terms and conditions set forth herein and in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

1. Assignment.

a) Assignor hereby irrevocably sells, transfers, grants, assigns and conveys to Assignee, free and clear of any and all Encumbrances (except for Permitted Encumbrances), Assignor’s entire right, title and interest in, to and under the Marks, for the United States and for all foreign countries and multi-national jurisdictions and registration bodies, including, without limitation, all registrations and applications therefor, all renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and every priority right that is or may be predicated upon or arise from the Marks, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

b) Assignor hereby requests the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

c) Whidbey hereby acknowledges and agrees that it owns no right, title or interest in, to or under the Marks and that, to the extent that the documents recorded at Reel/Frame.7661/0990 and 8091/0790 in the United States Patent and Trademark Office (the “Documents”) indicate that Whidbey granted a security interest in the Marks, the Documents were in error.

2. Terms of the Purchase Agreement. This Agreement shall be subject to the terms of the Purchase Agreement, the terms of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

3. Amendment; Waiver. This Agreement shall not be amended or waived except by an agreement in writing duly executed by each of Assignor and Assignee. No failure of any party to exercise any right or remedy given to such party hereto or otherwise available to such party or to insist on strict compliance by any other party with its obligations hereunder shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. Any written waiver shall be limited to those items specifically waived therein and shall be deemed to waive any future or non-specified breaches only to the extent expressly set forth therein.

4. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties hereto will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

5. Notices. Any notice, request, or other document to be given hereunder to any party shall be given in the manner specified in Section 8.7 of the Purchase Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Such counterparts may be delivered in electronic format (including by email).

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

8. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. No Third Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto and their successors and assigns, and it is not the intention of the parties hereto to confer third party beneficiary rights upon any other person or entity not a party to this Agreement.

10. Entire Agreement. This Agreement and the Purchase Agreement embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersede all prior agreements and understandings between the parties with respect thereto.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first above written.

ASSIGNOR:

PREMIUMCO LLC

By: Michael H. Lee
Name: Michael Lee
Its: Chief Financial Officer

Acknowledgement

ASSIGNEE:

NEW LAST BOTTLE, INC.

By: _____
Name: Alexander Pagon
Its: Authorized Signatory

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first above written.

ASSIGNOR:

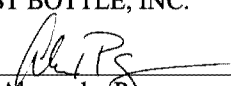
PREMIUMCO LLC

By: _____
Name: _____
Its: _____

Acknowledgement

ASSIGNEE:

NEW LAST BOTTLE, INC.

By:  _____
Name: Alexander Pagon
Its: Authorized Signatory

Solely for purposes of Section 1(c)

M. W. WHIDBEY LLC

By: Michael H. Lee
Name: Michael Lee
Its: Chief Financial Officer

[Signature Page to Trademark Assignment]

SCHEDULE A**MARKS**

Mark	Jurisdiction	Registration Number	Registration Date
ANTHOLOGY	U.S.	1949609	16-Jan-96
BARREL BLENDING EXPERIENCE	U.S.	4631093	4-Nov-14
CONN CREEK	U.S.	1474418	26-Jan-88
CONN CREEK	Brazil (INPI)	816633690	31-Aug-93
CONN CREEK	Canada (CIPO)	TMA347491	4-Nov-88
CONN CREEK	China (SAIC)	819013	28-Feb-96
CONN CREEK	European Union (EUIPO)	1241892	16-May-01
CONN CREEK	Japan (JPO)	4398443	7-Jul-00
CONN CREEK	United Kingdom (UKIPO)	UK1332650	14-Apr-89
CONN CREEK	United Kingdom (UKIPO)	UK00901241892	16-May-01