

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hiba, LLC		06/28/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Coppercraft Distillery, LLC		
Street Address:	201 MONROE AVE NW		
Internal Address:	SUITE 500		
City:	GRAND RAPIDS		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5635950	THATCHER'S ORGANIC ARTISAN	
CORRESPONDENCE DATA			
Fax Number:	3134817340		
<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:	3134817300		
Email:	tkkroninger@varnumlaw.com		
Correspondent Name:	Timothy K Kroninger		
Address Line 1:	160 WEST FORT STREET, FIFTH FLOOR		
Address Line 2:	FIFTH FLOOR		
Address Line 4:	DETROIT, MICHIGAN 48226		
NAME OF SUBMITTER:	Timothy K. Kroninger		
SIGNATURE:	/Timothy K. Kroninger/		
DATE SIGNED:	07/17/2019		
Total Attachments: 4			
source=THATCHERS ORGANIC ARTISAN_IP-Trademark Assignment Agreement_HIBA_RN-5635950_6-28-19pdf#page1.tif			
source=THATCHERS ORGANIC ARTISAN_IP-Trademark Assignment Agreement_HIBA_RN-5635950_6-28-19pdf#page2.tif			

CH \$40.00 5635950

source=THATCHERS ORGANIC ARTISAN_IP-Trademark Assignment
Agreement_HIBA_RN-5635950_6-28-19pdf#page3.tif

source=THATCHERS ORGANIC ARTISAN_IP-Trademark Assignment
Agreement_HIBA_RN-5635950_6-28-19pdf#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of June 28, 2019, is entered into by and between **HIBA, LLC**, a Delaware limited liability company (“Assignor”), and **COPPERCRAFT DISTILLERY, LLC**, a Michigan limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

A. This Agreement is being delivered pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and among Assignor, Assignee and certain other parties.

B. In accordance with the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including all right, title and interest in and to all Proprietary Rights, domain names, websites, trade names and social media accounts owned or licensed by Assignor, including, but not limited to, the specific intellectual property listed on the attached Exhibit A attached hereto (“Intellectual Property”).

C. Assignee desires to obtain all right, title and interest in and to the Intellectual Property according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment of the Intellectual Property. Assignor hereby absolutely, unconditionally and irrevocably sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens or other restrictions or claims from any person, including, without limitation, all associated goodwill, all applications, all registrations, and divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the date first written above or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or 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.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement,

including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall sign all lawful papers, make all lawful oaths and generally do everything reasonably possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

3. Additional Rights and Obligations of the Parties. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto). Nothing contained in this Agreement shall be deemed to expand, impair, supersede, modify, limit, extend, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. 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.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same instrument. The parties hereto intend to treat as an original any document in connection with any counterpart to this Agreement or any related document that is delivered by electronic transmission, including by PDF.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan.

6. Successors and Assigns. This Agreement, and all the terms and provisions hereof, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns to the extent provided in the Purchase Agreement.

7. No Amendment. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by the parties hereto.

8. Severability. In case any term or other provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of the parties hereto and permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Agreement and the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ASSIGNOR:

HIBA, LLC

By: 
David D. Racicot
Its: Executive Manager

ASSIGNEE:

COPPERCRAFT DISTILLERY, LLC


By: 
Brian Mucci
Its: Manager

EXHIBIT A

INTELLECTUAL PROPERTY

United States Trademark and Trademark Applications		
Title	Jurisdiction	Trademark and Trademark Application Number
THATCHER'S ORGANIC ARTISAN	US	App 87668310 Reg 5635950

Trade Names
Thatcher's Organic Artisan Spirits

Domain Names List URL
thatchersorganic.com