## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM550618

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Absente, LLC		08/13/2019	Limited Liability Company: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Distilleries Et Domaines De Provence	
Street Address:	9 avenue Saint Promasse	
City:	Forcalquier	
State/Country:	FRANCE	
Postal Code:	04300	
Entity Type:	Société Anonyme (Sa): FRANCE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3729577	ABSINTHE ORDINAIRE

#### CORRESPONDENCE DATA

Fax Number: 7037399577

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.

Phone: 7037394900 btaylor@stites.com Email: **Brewster Taylor Correspondent Name:** Address Line 1: 1800 Diagonal Rd.

Address Line 2: Suite 325

Address Line 4: Alexandria, VIRGINIA 22314

#### DOMESTIC REPRESENTATIVE

Name: Brewster Taylor **Address Line 1:** 1800 Diagonal Rd.

Address Line 2: Suite 325

Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Brewster Taylor
SIGNATURE:	/BT/
DATE SIGNED:	11/22/2019

TRADEMARK **REEL: 006802 FRAME: 0273** 

## **Total Attachments: 3**

source=ABSINTHE ORDINAIRE No. 3 729 577#page1.tif source=ABSINTHE ORDINAIRE No. 3 729 577#page2.tif source=ABSINTHE ORDINAIRE No. 3 729 577#page3.tif

TRADEMARK REEL: 006802 FRAME: 0274

#### TRADEMARK ASSIGNMENT AGREEMENT

Trademark Assignment Agreement, dated and effective as of August 13, 2019 (this "Agreement"), by and between Absente, LLC, a Florida limited liability company ("Assignor"), and Distilleries Et Domaines De Provence SA, a French corporation ("Assignee").

WHEREAS, contemporaneously with the execution of this Agreement, Assignor and Assignee are entering into an Asset Purchase Agreement dated August 13, 2019 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to sell and Assignee agreed to purchase at the Closing (as defined in the Asset Purchase Agreement) certain trademarks and related rights from Assignor;

WHEREAS, Assignor owns the registered trademark listed on Exhibit A attached hereto (the "Trademark");

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment of the Trademark</u>. Assignor does hereby assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademark and the registration thereof, including the goodwill connected therewith and the right to recover for past infringement thereof.
- 2. Representation and Warranty. Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign its entire interest in the Trademark to Assignee, that it has not executed any other agreement that would conflict with the terms of this Agreement, and that it shall not execute any such agreement in the future.
- 3. <u>Successors and Assigns</u>. This Agreement and all its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 5. <u>Further Assurances.</u> Each party agrees to execute and deliver such other documents and to take all such other actions as the other party may reasonably request to effect the terms of this Agreement.
- 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely within Florida.

1

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed and delivered as of the date first above written.

ABSENTE, LLC

By: Kathleen L. Roux, Manager

DISTILLERIES ET DOMAINES

DE PROVENÇE SA

Bv:

Richard Ortoli, Authorized Signatory

## EXHIBIT A

# Trademark Registration

**RECORDED: 11/22/2019** 

Mark	Jurisdiction	Registration Number	Registered Owner
ABSINTHE ORDINAIRE	United States of	3729577	ABSENTE LLC
ORDINAIRE	America		

TRADEMARK
REEL: 006802 FRAME: 0277