

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coppercraft Distillery, LLC		04/22/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Craftco. IP, LLC		
Street Address:	201 Monroe Avenue, N.W., Suite 500		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5798931	FARM STAND VODKA	
Registration Number:	5635950	THATCHER'S ORGANIC ARTISAN	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	04/24/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of April 22, 2020, is entered into by and between **COPPERCRAFT DISTILLERY, LLC**, a Michigan limited liability company (“Assignor”), and **CRAFTCO. IP, LLC**, a Michigan limited liability company (“Assignee”).

A. Assignor desires to transfer and assign to Assignee all of Assignor’s Intellectual Property (defined below).

B. 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 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, and Assignee hereby accepts, for the sum of Ten Dollars (\$10.00), Assignor’s entire worldwide right, title and interest in and to all of the following rights and assets (collectively, the “Intellectual Property”), free and clear of any liens or other restrictions or claims from any person:

(a) patents, patent registrations, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissues, continuations, continuations-in-part, revisions, extensions or reexaminations thereof;

(b) trademarks, service marks, trade dress, trade names and corporate names and registrations, renewals and applications for registration thereof (as well as all common law, unregistered trademarks and rights);

(c) copyrights and renewals and applications for registrations thereof (as well as all common law, unregistered copyrights), together with all rights (if any) with respect to any dead or expired copyrights, all moral rights, and all works based upon, derived from, or incorporating such copyrights;

(d) all computer software (including all databases, data, documentation and source code), domain names, websites, and social media accounts owned or licensed by Assignor;

(e) trade secrets and other confidential information;

(f) formulas, processes, techniques, and recipes;

(g) any and all other proprietary rights or intellectual property rights owned by Assignor, including, without limitation, the specific intellectual property listed on the attached Exhibit A attached hereto; and

(h) all associated goodwill, all applications, all registrations, and divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts of the foregoing, and all other corresponding rights, title, and interests 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 foregoing, 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. Representations and Warranties. Assignor represents and warrants to Assignee as of the date of this Agreement that, to Assignor's actual knowledge:

(a) Assignor is the sole owner of the Intellectual Property, has the exclusive right and interest to use, distribute, and transfer the Intellectual Property without limitation, and has full power and authority to enter into this Agreement; and

(b) The Intellectual Property is free and clear of any licenses, liens, encumbrances, or other legal claims of any nature contesting the ownership, rights, use, or creation of the Intellectual Property by Assignor.

3. Assistance. From time to time, as and when reasonably 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 reasonable 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. Assignor hereby authorizes, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

4. Counterparts. This Agreement may be executed in multiple counterparts (including via facsimile, PDF or other electronic reproduction), 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.

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 assigns.

7. Entire Agreement; No Amendment. This Agreement is the entire agreement of the parties with respect to the subject matter hereof. 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:


COPPERCRAFT DISTILLERY, LLC

By: 

Brian Mucci
Its: Manager

ASSIGNEE:

CRAFTCO. IP, LLC

By: 

Brian Mucci
Its: Manager

#15925991v1

EXHIBIT A

INTELLECTUAL PROPERTY

United States Trademark Registrations		
Title	Jurisdiction	Trademark Registration Number
FARM STAND VODKA	USA	5798931
THATCHER'S ORGANIC ARTISAN	USA	5635950

Trade Names
Farm Stand Vodka Thatcher's Organic Artisan Spirits

Domain Names List (URL)
www.facebook.com/farmstandvodka/ https://thatchersorganic.com/