OP \$40.00 87345859

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM575036

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolina Luttmann		08/23/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	H. Mulligan Bespoke Libations, LLC	
Street Address:	244 5th Ave Suite F247	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	Limited Liability Company: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87345859	HERCULES MULLIGAN

CORRESPONDENCE DATA

Fax Number:

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: 305-763-8539

Email: ryan@malkin.law

Correspondent Name: Ryan Malkin

Address Line 1: 260 95th Street, Suite 206
Address Line 4: Miami Beach, FLORIDA 33154

NAME OF SUBMITTER: Ryan Malkin

SIGNATURE: /Ryan Malkin/

DATE SIGNED: 05/06/2020

Total Attachments: 2

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TRADEMARK REEL: 006931 FRAME: 0158 THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of August 23, 2019 (the "Effective Date"), is by and between Carolina Luttmann, an individual with a residence at 241 Central Park West, Apt 3H, New York, NY 10024, (the "Assignor"), and H. Mulligan Bespoke Libations, LLC, a limited liability company formed in accordance with the laws of Delaware (the "Company").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby forever assigns to H. Mulligan Bespoke Libations, LLC, its successors and assigns, for good and sufficient consideration, the entire right, title and interest in and to, together with the goodwill of the business symbolized by the trademark, any and all of the following that exist as of the date hereof under U.S. registration serial number 87345859, all: (a) Intellectual Property (as defined below); (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property; and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights. "Intellectual Property" means together with the goodwill of the business symbolized by the trademark, anything and things related to all intellectual property, recipes, logos, marketing, stories, branding, and trademarks, whether registered or existing at common law, and including but not limited to USPTO registration serial number 87345859, all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, data, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship. "Intellectual Property Rights" means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing, together with the goodwill of the business symbolized by the trademark.
- 2. The Assignor agrees to assist the Company, at the Company's request from time to time and at the Company's expense, to obtain and enforce patents, copyrights or other proprietary rights with respect to the Intellectual Property in any and all countries. The undersigned will execute all documents reasonably necessary or appropriate for this purpose. At the Company's request, the undersigned will advise or give testimony in any proceeding relating to the ownership, validity or scope of any such Intellectual Property and/or Intellectual Property Rights. These obligations will continue after the undersigned no longer holds an equity interest in the Company, provided that the Company will compensate the undersigned at a reasonable rate after the undersigned no longer holds an equity interest in the Company for time actually spent by the undersigned at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure the signature of the undersigned to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals,

TRADEMARK REEL: 006931 FRAME: 0159 extensions, continuations, divisions or continuations in part), the undersigned hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his or her agents and attorneys-in-fact to act for and on behalf of him or her, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

This Agreement shall be governed by and construed in accordance with the laws of the 3. State of New York. This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as a sealed document this 23th day of August, 2019.

Carolina S. Luttmann

Accepted and Agreed:

H.Mulligan Bespoke Libations, LLC

Name: Steve Luttmann

Title:

Manager

RECORDED: 05/06/2020

TRADEMARK REEL: 006931 FRAME: 0160