

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sons of Liberty Spirits Company		04/05/2021	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Liberty Production, LLC		
Street Address:	1425 Kingstown Road		
City:	South Kingstown		
State/Country:	RHODE ISLAND		
Postal Code:	02879		
Entity Type:	Limited Liability Company: RHODE ISLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90279229	CHAIR 2	
Serial Number:	90197755	LONG COVE	
Registration Number:	4638083	BATTLE CRY	
Registration Number:	5745784	TRUE BORN	
Registration Number:	5210018	UPRISING	
Registration Number:	5187322	BATTLE CRY	
Registration Number:	5187321	SONS OF LIBERTY	
Registration Number:	4829034	TRUE BORN	
Registration Number:	4254723	SONS OF LIBERTY SPIRITS COMPANY	
Registration Number:	4222699	UPRISING	
Registration Number:	4272697	SONS OF LIBERTY	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<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:	617-345-9000		
Email:	tmdocket@hinckleyallen.com		
Correspondent Name:	Alexander P. Montgomery		
Address Line 1:	28 State Street, 30th Floor		

CH \$290.00 90279229

Address Line 2: Hinckley, Allen & Snyder, LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 063129-0184873

NAME OF SUBMITTER: Alexander P. Montgomery

SIGNATURE: /Alexander P. Montgomery/

DATE SIGNED: 04/14/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is made and entered into as of April 5, 2021 by and between Sons of Liberty Spirits Company, a Rhode Island corporation (the “Assignor”), and Liberty Production, LLC, a Rhode Island limited liability company (the “Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Contribution Agreement (as hereinafter defined).

WHEREAS, the Assignor and the Assignee have entered into that certain Contribution Agreement dated as of the date hereof (the “Contribution Agreement”), the terms of which are incorporated herein by reference;

WHEREAS, pursuant to the Contribution Agreement, the Assignor has agreed to contribute, transfer, deliver, assign and convey the Transferred Assets, including certain intellectual property, to Newco, and Newco has agreed to assume the Transferred Assets, including certain intellectual property, effective upon the Contribution Closing; and

WHEREAS, the Assignor has agreed to execute and deliver this Assignment, including for recording with the United States Patent and Trademark Office and the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. Assignment. Subject to the terms of this Agreement and the Contribution Agreement, the Assignor does hereby transfer, assign and convey to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title and interest in and to the following (the “Assigned Intellectual Property”):

- a. the name “Sons of Liberty” (and any confusingly similar derivation thereof) and any rights thereto and any and all other Excluded Intellectual Property (as defined in the Stock Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and the other parties thereto), including the registered trademarks listed on Schedule A hereto, together with the goodwill of the business connected with the use of, and symbolized by, such trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- b. any and all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Effectiveness. This Assignment shall become effective immediately upon the Contribution Closing.

3. Transfer Documents; Recordation and Further Assurances. The Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Assignee. The Assignor hereby covenants and agrees that, when reasonably requested by Assignee, the Assignor will, without demanding any further consideration therefor, take such reasonable steps and actions, and provide such reasonable cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to the Assignee, or any assignee or successor thereto, and to render all necessary assistance in making applications for and obtaining registrations of the Assigned Intellectual Property and in enforcing any rights or choses in action accruing as a result of such applications or the Assigned Intellectual Property by giving testimony in any proceedings or transactions involving such applications or the Assigned Intellectual Property and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of the Assignor and the Assignee; provided, that any such requested testimony or execution of affidavits by Assignor shall be at Assignee's sole cost and expense.

4. Conflict. This Assignment is subject in all respects to the terms and conditions of the Contribution Agreement. To the extent of any conflict or inconsistency between the terms of the Contribution Agreement and this Assignment, the Contribution Agreement shall control. Nothing contained in this Assignment, express or implied, shall be deemed to modify, expand, limit or supersede in any way the terms of the Contribution Agreement, including any of the covenants, agreements, representations or warranties of the parties contained therein.

5. Amendments. This Assignment may not be modified, amended or supplemented, in whole or in any part, except by an instrument in writing signed by the Assignor and the Assignee.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and assigns.

7. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

8. Governing Law; Jurisdiction; Specific Enforcement; Waiver of Jury Trial. This Assignment incorporates by reference Sections 6(e) (Governing Law; Jurisdiction), 6(f) (Specific Enforcement) and 6(g) (Waiver of Jury Trial) of the Contribution Agreement.

9. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

10. Severability. Any provision of this Assignment that is determined by any court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

11. Counterparts; Facsimile or Electronic Signatures. This Assignment may be executed in separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail (including "PDF" copies) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNOR:

SONS OF LIBERTY SPIRITS COMPANY

By: 

Name: Michael C. Reppucci

Title: President

ASSIGNEE:

LIBERTY PRODUCTION, LLC

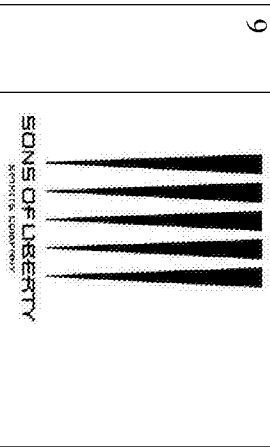
By: 

Name: Michael C. Reppucci

Title: President

Schedule A

Registered Trademarks

#	Mark	App./Reg. No.	Filing Date	Reg. Date
1	CHAIR 2	90/279,229	10/26/2020	n/a
2	LONG COVE	90/197,755	09/21/2020	n/a
3	BATTLE CRY	4,638,083	07/25/2013	11/11/2014
4	TRUE BORN	5,745,784	08/14/2015	05/07/2019
5	UPRISING	5,210,018	08/14/2015	05/23/2017
6	BATTLE CRY	5,187,322	08/14/2015	04/18/2017
7	SONS OF LIBERTY	5,187,321	08/14/2015	04/18/2017
8	TRUE BORN	4,829,034	02/02/2015	10/06/2015
9		4,254,723	05/26/2011	12/04/2012
10	UPRISING	4,222,699	04/15/2011	10/09/2012
11	SONS OF LIBERTY	4,272,697	10/22/2010	01/08/2013