

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H. Mulligan Bespoke Libations LLC		09/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	H. Mulligan Bespoke Libations Co		
Street Address:	260 95th Street Suite 206		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88774041	EYR & RYE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3057638539		
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:	09/23/2021		
SIGNATURE:	/Ryan Malkin/		
DATE SIGNED:	09/23/2021		
Total Attachments: 2			
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OP \$40.00 88774041

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”), dated as of September 1, 2021 (the “Effective Date”), is by and between H. Mulligan Bespoke Libations, LLC, a Delaware limited liability company, (the “Assignor”), and H. Mulligan Bespoke Libations, Co, 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 for Eyr & Rye under U.S. registration serial number 88774041, 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 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 88774041, 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.

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, 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.

3. This Agreement shall be governed by and construed in accordance with the laws of the 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 1st day of September, 2021.



H. Mulligan Bespoke Libations, LLC
Steve Luttmann, Manager

Accepted and Agreed:

H. Mulligan Bespoke Libations, Co



By: _____
Name: Steve Luttmann
Title: CEO