

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Melissa Stackhouse		10/11/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	La Cumbre Brewing Co.		
Street Address:	3133 Girard Blvd. NE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87107		
Entity Type:	Corporation: NEW MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4989011	LUMINOSITY	
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:	7075264200		
Email:	jdawson@cmprlaw.com		
Correspondent Name:	John B. Dawson		
Address Line 1:	100 B Street, Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
NAME OF SUBMITTER:	John B. Dawson		
SIGNATURE:	/John B. Dawson/		
DATE SIGNED:	10/15/2021		
Total Attachments: 6			
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OP \$40.00 4989011

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of 10 / 11 / 2021, (the "Effective Date") by and between: Melissa Stackhouse (the "Assignor"), an Individual located at 2320 Creekside Road, Santa Rosa, California, 95405, and La Cumbre Brewing Co. (the "Assignee"), a New Mexico Corporation located at 3313 Girard Blvd. NE, Albuquerque NM 87107.

1. **Recitals.**

a. WHEREAS, Assignor owns the entire right, title and interest in and to any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as the "Mark") identified on Exhibit A attached hereto;

b. WHEREAS, Assignee has submitted trademark application number 90,294,000 (the "Application"), which received a preliminary rejection in part based on Section 2(d) of the Trademark Act; and

c. WHEREAS, Assignee desires to acquire and Assignor desires to assign all such right, title, and interest in and to the Mark to Assignee, and enable Assignee's Application to become registered with the United States Patent and Trademark Office upon the terms and conditions set forth herein.

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.

3. **Consideration.** Assignee shall pay Assignor the sum of \$2,500 (the "Fee") in consideration for assignment of the Mark.

4. **Execution and Delivery.** The Fee will be deposited with escrow.com (or other escrow arrangement acceptable to both parties) within five (5) days of the Effective Date with instructions for it to be delivered in full to Assignor within five (5) days of Assignee's acknowledgment of an electronic confirmation receipt from the Electronic Trademark Assignment System ("ETAS"). Thereafter Assignor shall execute and deliver to or for the benefit of Assignee all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may request to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and all related federal and state trademark registrations and/or registration application rights.

5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Mark, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Mark is free of all liens, claims, and encumbrances.

6. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not

limited to, any appeals. Assignee will be responsible for any escrow fees.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.

8. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.


[Signature Page to follow]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

ASSIGNEE:

**La Cumbre Brewing Co.
a New Mexico Corporation**

By: 
Melissa Stackhouse

By: 
Name: Jeffrey S. Erway

Title: Winemaker

Title: President

Address: 2154 Creekside Rd.
Santa Rosa, CA 95404

Address: 3313 Girard Blvd. NE
Albuquerque, NM 87107