

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CB Brand Stategies, LLC		09/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tocaya Holdings, LLC		
Street Address:	8000 W. Sunset Blvd., Ste. A-201		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90046		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4876096	TOCAYO	
Registration Number:	4970631	TOCAYO	
Registration Number:	5022675	TOCAYO BREWING COMPANY	
Registration Number:	6153452	TOCAYO	
Serial Number:	87061903	TOCAYO BREWING COMPANY	
Registration Number:	6153451	TOCAYO	
CORRESPONDENCE DATA			
Fax Number:	8054358446		
<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:	8054961164		
Email:	ashepard@cislo.com		
Correspondent Name:	Mark D. Nielsen, Esq.		
Address Line 1:	2829 Townsgate Rd #330		
Address Line 4:	Westlake Village, CALIFORNIA 91361		
NAME OF SUBMITTER:	Mark D. Nielsen, Esq.		
SIGNATURE:	/Mark D. Nielsen/		
DATE SIGNED:	12/02/2021		

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Total Attachments: 2

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EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Trademark Assignment**"), dated as of September 15, 2021, is made by CB Brand Strategies, LLC, a Delaware Limited Liability Company, acting through CB Brand Strategies, LLC, Wilmington, Delaware, USA, Zug Branch ("**Seller**") and Tocaya Holdings, LLC ("**Buyer**"), the purchaser of certain assets of Seller pursuant to a certain Trademark Purchase and Assignment Agreement, dated as of the date hereof (the "**Purchase Agreement**").

WHEREAS, pursuant to the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, the following trademarks, including the common law rights appurtenant thereto and any registrations of the trademarks, including all associated goodwill with each: (1) TOCAYO (USPTO Registration No. 4,876,096), (2) TOCAYO (stylized) (USPTO Registration No. 4,970,631), (3) TOCAYO BREWING COMPANY (stylized) (USPTO Registration No. 5,022,675), (4) TOCAYO (USPTO Registration No. 6,153,451), (5) TOCAYO (stylized) (USPTO Registration No. 6,153,452), and (6) TOCAYO BREWING COMPANY (stylized) (USPTO Application No. 87/061,903) (hereafter collectively, the "**Marks**"), and has agreed to execute and deliver this Trademark Assignment;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the Marks (including any applications and registrations thereof):
 - (a) together with the goodwill of the business connected with the use of, and symbolized by, the Marks;
 - (b) all rights of any kind whatsoever of Seller accruing under the Marks; and
 - (c) any and all claims and causes of action with respect to any of the Marks, whether accruing before, on, or after the date hereof.
2. **Further Actions.** Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives as may be necessary to effect, evidence, or perfect the assignment of the Marks to Buyer.
3. **Terms of the Purchase Agreement.** Seller acknowledges and agrees that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the assignment of the Marks. The representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

TRADEMARK

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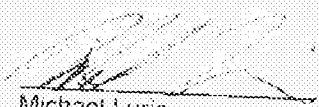
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Seller and its respective successors and assigns.

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment as of the date first written above.

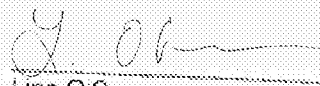
CB BRAND STRATEGIES, LLC.
ACTING THROUGH
CB BRAND STRATEGIES, LLC.
WILMINGTON, DELAWARE, USA.
ZUG BRANCH

TOCAYA HOLDINGS, LLC

By:


Michael Lurie

By:


Lina O Connor
Chief Executive Officer