

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701210

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900656606

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midnight Madness Distilling, LLC		09/30/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Millstone Spirits Group, LLC
Street Address:	118 N. Main Street
City:	Trumbauersville
State/Country:	PENNSYLVANIA
Postal Code:	18970
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	88176047	BRANDLESS
Serial Number:	88210161	FABER
Serial Number:	88280598	J.W. TUFTS CO.
Serial Number:	88280571	J.W. TUFTS CO. SIPHON
Serial Number:	88280585	J.W. TUFTS CO. SODA WATER
Serial Number:	88284156	J.W. TUFTS CO. SODA WATER
Serial Number:	88633375	THEOBALD & OPPENHEIMER
Serial Number:	90075359	ESCAPE GOAT
Registration Number:	5019589	FABER
Registration Number:	5289198	FABER INDUSTRY
Registration Number:	5460415	SINGLE PROP
Registration Number:	5957231	SINGLE PROP
Registration Number:	5985610	COMMON WELL

CORRESPONDENCE DATA

Fax Number: 7036108686

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: 3016982325
Email: ewortham@milesstockbridge.com
Correspondent Name: Alisa D. Hurlburt
Address Line 1: 30 West Patrick Street, Suite 600
Address Line 4: Frederick, MARYLAND 21701

ATTORNEY DOCKET NUMBER: 116939-1

NAME OF SUBMITTER: Alisa Hurlburt

SIGNATURE: /Alisa Hurlburt/

DATE SIGNED: 01/11/2022

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of September 30, 2021 (the "Effective Date"), by and between Midnight Madness Distilling, LLC, a Pennsylvania limited liability company with its principal offices located at 118 N. Main Street, Trumbauersville, Pennsylvania ("Midnight Madness"), Splint, LLC, a Pennsylvania limited liability company ("Splint"), Brace, LLC, a Pennsylvania limited liability company ("Brace"), Cane, LLC, a Pennsylvania limited liability company ("Cane"), Crutch, LLC, a Pennsylvania limited liability company ("Crutch"), Walker, LLC, a Pennsylvania limited liability company ("Walker"), and Spectre Distributing, LLC, a Delaware limited liability company ("Spectre" and together with Midnight Madness, Splint, Brace, Cane, Crutch and Walker, the "Assignors"), and Millstone Spirits Group, LLC, a Delaware limited liability company with its principal offices located at 118 N. Main Street, Trumbauersville, Pennsylvania ("Assignee"), pursuant to an Asset Purchase Agreement, dated as of August 24, 2021 (the "Purchase Agreement"), by and among Assignors, Assignee, and other parties (as identified in the Purchase Agreement). All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

WHEREAS, Assignors are the owners of certain trademarks used in connection with their alcoholic beverage manufacturing, packaging, bottling, warehousing and sales business; and

WHEREAS, Assignors desire to convey, transfer, assign, and deliver all of their rights, title, and interest in and to the trademarks set forth on Exhibit A attached hereto and all common law (unregistered) trademarks (collectively, the "Assigned Trademarks"), pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions 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. Assignment. Assignors hereby do irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the Assigned Trademarks, together with all common law rights and associated goodwill of Assignors and of the business(es) connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to their fullest extent anywhere in the world, without the consent of and without accounting to Assignors and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan, or other exploitation of the Assigned Trademarks. Assignors hereby agree that they shall

not take any action that may restrict Assignee's ownership rights in the Assigned Trademarks and that they shall discontinue any use or exploitation of the Assigned Trademarks. Assignors hereby authorize the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Trademarks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Trademarks. Assignors further hereby authorize the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Trademarks to Assignee as the assignee of Assignors' entire right, title, and interest in and to the same.

1. Further Assurances. Assignors agree, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignors agree that, when requested by Assignee, Assignors will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient for securing and maintaining the Assigned Trademarks and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

2. Remedies. Assignors acknowledge and agree that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignors or any person or entity acting in concert with or on behalf of Assignors. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

3. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignors and Assignee and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

5. Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

6. Amendments. This Assignment may not be amended, modified, supplemented, or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the parties hereto.

7. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

8. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Assignment and of the signature pages hereto by facsimile transmission or by e-mail delivery of a "pdf" data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNORS:

MIDNIGHT MADNESS DISTILLING, LLC

By: [Signature]
Name: Cathy Puzych
Title: President

SPLINT, LLC

By: [Signature]
Name: Cathy Puzych
Title: President

BRACE, LLC

By: [Signature]
Name: Cathy Puzych
Title: President

CANE, LLC

By: [Signature]
Name: Cathy Puzych
Title: President

CRUTCH, LLC

By: [Signature]
Name: Cathy Puzych
Title: President

WALKER, LLC

By: [Signature]
Name: Cathy Puzych
Title: President

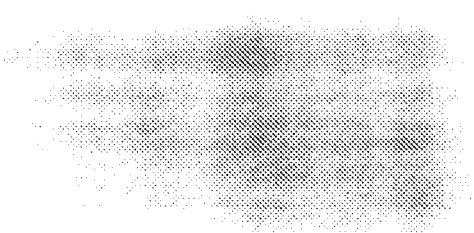
SPECTRE DISTRIBUTING, LLC

By: Cosy Pizich
Name: Cosy Pizich
Title: President

ASSIGNEE:




MILLSTONE SPIRITS GROUP, LLC


By: R. J. Caswell
Name: Robert J. Caswell
Title: Director



**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

LIST OF ASSIGNED TRADEMARKS

Mark	Jurisdiction	Application No.	Registration No.	Class	Registry Owner of Record
BRANDLESS	US	88176047		33	Midnight Madness Distilling LLC
FABER	US	88210161		33	Midnight Madness Distilling LLC
J.W. TUFTS CO.	US	88280598		33	Midnight Madness Distilling LLC
J.W. TUFTS CO. SIPHON & DESIGN 	US	88280571		33	Midnight Madness Distilling LLC
J.W. CO. TUFTS SODA WATER & DESIGN 	US	88280585		33	Midnight Madness Distilling LLC
J.W. CO. TUFTS SODA WATER & DESIGN 	US	88284156		32	Midnight Madness Distilling LLC
THEOBOLD & OPPENHEIMER	US	88633375		32, 33, 35	Midnight Madness Distilling LLC

ESCAPE GOAT	US	90075359		32,33	Midnight Madness Distilling LLC
J.W. TUFTS CO.	Canada	1944568		33	Midnight Madness Distilling LLC
J.W. TUFTS CO.	India	4121083		33	Midnight Madness Distilling LLC
TUFTS	India	3932729		32, 33	Midnight Madness Distilling LLC
HELVETH	India	3238177		33	Midnight Madness Distilling LLC
SPECTRE	India	2980078		33	Midnight Madness Distilling
FABER	US	86946578	5019589	33	Midnight Madness Distilling LLC
FABER INDUSTRY & DESIGN 	US	87213093	5289198	33	Midnight Madness Distilling LLC
SINGLE PROP	US	87389607	5460415	33	Midnight Madness Distilling LLC
SINGLE PROP & DESIGN 	US	88212504	5957231	33	Midnight Madness Distilling LLC
COMMON WELL	US	88186386	5985610	33	Midnight Madness Distilling LLC
J.W. TUFTS CO.	Argentina	3782737	3085208	33	Midnight Madness Distilling LLC
HELVETH	Argentina	3439691	2817446	33	Midnight Madness Distilling LLC
SPECTRE	Argentina	3385631	2774895	33	Midnight Madness Distilling LLC
J.W. TUFTS CO.	Brazil	916816451	916816451	33	Midnight Madness Distilling LLC
HELVETH	Brazil	909968640	909968640	33	Midnight Madness Distilling LLC
SPECTRE	China	15747306	15747306	33	Midnight Madness

					Distilling LLC
HELVETI	EUTM	014536833	014536833	33	Midnight Madness Distilling
HELVETI	United Kingdom	UK00914536833	UK00914536833	33	Midnight Madness Distilling
SPECTRE	EUTM	012914016	012914016	33	Midnight Madness Distilling
SPECTRE	United Kingdom	UK00912914016	UK00912914016	33	Midnight Madness Distilling
THEOBOLD & OPPENHEIMER	EUTM	18046637	18046637	32, 33, 35	Midnight Madness Distilling LLC
THEOBOLD & OPPENHEIMER	United Kingdom	UK00918046637	UK00918046637	32, 33, 35	Midnight Madness Distilling LLC
J.W. TUFTS CO.	EUTM	18016056	18016056	33	Midnight Madness Distilling LLC
J.W. TUFTS CO.	United Kingdom	UK00918016056	UK00918016056	33	Midnight Madness Distilling LLC
HELVETI	Switzerland	61054/2015	681058	33	Midnight Madness Distilling
SPECTRE	Switzerland	56342/2014	662403	33	Midnight Madness Distilling
J.W. TUFTS CO.	WIPO	1455187	1455187	33	Midnight Madness Distilling LLC