

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Christopher Dangler		10/01/2021	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Top Dawg Coffee LLC		
<b>Doing Business As:</b>	Coffee AF		
<b>Street Address:</b>	5610 Secret Way		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40272		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90468683	COFFEE AF	
<b>Serial Number:</b>	90478083	COFFEE AF ALWAYS FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	502-834-5300		
<b>Email:</b>	topdawgcoffee@outlook.com		
<b>Correspondent Name:</b>	Jesse Hecht		
<b>Address Line 1:</b>	5610 Secret Way		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40272		
<b>NAME OF SUBMITTER:</b>	Jesse Hecht		
<b>SIGNATURE:</b>	/Jesse Hecht/		
<b>DATE SIGNED:</b>	01/25/2022		
<b>Total Attachments: 2</b>			
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## MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("**Assignment**") is effective as of October 1, 2021, is by and between Christopher Dangler, a resident of the Commonwealth of Kentucky, with a business address of Suite 265, 657 S. Hurstbourne Pkwy, Louisville, Kentucky 40222 ("**Assignor**") and Top Dawg Coffee LLC, a limited liability company organized under the laws of the Commonwealth of Kentucky, with a business address of 5610 Secret Way, Louisville, Kentucky 40272 ("**Assignee**"). Assignor and Assignee may be referred to in this Assignment individually as a "**Party**" and, collectively, as the "**Parties.**"

### WITNESSETH:

WHEREAS, as of October 1, 2021, Assignor was the owner of all right, title and interest in and to the trademark/service mark COFFEE AF and COFFEE AF ALWAYS FRESH (collectively hereinafter referred to as the "**Marks**"), and the corresponding applications to register the Marks with the United States Patent & Trademark Office ("**USPTO**"), namely, Ser. Nos. 90/468,683 and 90/478,083, respectively (collectively hereinafter referred to as the "**Applications**");

WHEREAS, Assignee is a successor to that portion of the business to which the Marks pertain, such that assignment of the Applications is permissible under Section 10(a) of the Trademark Act;

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between the Parties dated October 1, 2021, the terms of which are incorporated herein by reference, the business relating to the Marks and Applications, including the Marks and the goodwill appurtenant thereto, were transferred to Assignee;

WHEREAS, the Parties now desire to memorialize the transfer and assignment of the Marks and Applications from Assignor to Assignee, effective October 1, 2021;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby memorialize the prior assignment of the Marks and Applications by Assignor unto Assignee, effective October 1, 2021, without any restrictions, reservations, or limitations, including:

1. the transfer and assignment of Assignor's entire and exclusive right, title and interest in and to the Marks and Applications, together with the goodwill of the business appurtenant thereto, including the right to register the Marks in Assignee's name with the USPTO; and
2. the transfer and assignment of the sole right to enforce rights in the Marks and Applications, and all rights of priority and protection of interests therein under the laws of the United States based on the Marks and Applications, including the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and

demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

Assignor covenants that it has the full right to enter into this Memorandum of Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to perfect this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, Christopher Dangler does hereby memorialize the prior assignment of the Marks and Applications to Top Dawg Coffee LLC, effective October 1, 2021.

**CHRISTOPHER DANGLER**

By: 

Dated: 1-22-22