

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Duchess Inc.		04/15/2022	Corporation:

RECEIVING PARTY DATA

Name:	American Duchess Inc.
Street Address:	920 Matley Lane, Suite 2
City:	Reno
State/Country:	NEVADA
Postal Code:	89502
Entity Type:	Corporation: NEVADA
Name:	Steelhead Acquisition AA, Inc.
Street Address:	3739 Balboa Street, 1232
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94121
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4368297	AMERICAN DUCHESS

CORRESPONDENCE DATA

Fax Number:

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: 4806127414

Email: adam@aestuary.com

Correspondent Name: Adam M Brzeczek

Address Line 1: 125 Gardenside Drive

Address Line 2: Apt. 301

Address Line 4: San Francisco, CALIFORNIA 94131

NAME OF SUBMITTER:	Lauren Reeser
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OP \$40.00 4368297

SIGNATURE:	/Lauren Reeser/
DATE SIGNED:	05/24/2022
Total Attachments: 3 source=Trademark Assignment #2 - American Duchess to Steelhead AA#page1.tif source=Trademark Assignment #2 - American Duchess to Steelhead AA#page2.tif source=Trademark Assignment #2 - American Duchess to Steelhead AA#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “Agreement”), effective as of April 15, 2022 (the “Effective Date”), is by and between American Duchess Inc., a Nevada corporation (“Assignor”), and Steelhead Acquisition AA, Inc., a Delaware corporation (“Assignee”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated April 15, 2022 (the “Purchase Agreement”), pursuant to which, effective as of the Closing, Assignor has agreed to assign all of its right, title and interest in the Purchased Assets to Assignee, subject to the terms and conditions set forth therein.

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 agree as follows:

Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest worldwide in and to the trademarks, trade names, service marks and/or trade dress listed on **Schedule A** attached hereto, including any trademark applications and registrations, all common law trademark rights, all domain names, and the goodwill symbolized by and associated with the use of the same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith (collectively, the “Trademarks”).

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Purchased Assets are incorporated herein by reference. The parties hereto acknowledge and agree that 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.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the dates signed below.

ASSIGNOR

American Duchess Inc.

By: DocuSigned by:
Lauren Reeser
B5C19C105E4B4D3...

Name: Lauren Reeser

Title: President

Date: April 15, 2022

ASSIGNEE

Steelhead Acquisition AA, Inc.

By: DocuSigned by:
Adam Brzeczek
D34C5DEE6D2F484...

Name: Adam Brzeczek

Title: CEO

Date: April 15, 2022