

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green River Spirits Company, LLC		11/16/2022	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Green River Spirits Charleston LLC		
Street Address:	7410 Northside Dr		
Internal Address:	Suite 200		
City:	North Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29420		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77197032	TERREPURE	
Serial Number:	86824843	TERREPURE SPIRITS	
Serial Number:	86888439	T P	
Serial Number:	86077022	TERREPURE · SPIRITS · TP	
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:	2485668434		
Email:	shoin@honigman.com		
Correspondent Name:	Andrew Boes		
Address Line 1:	650 Trade Centre Way		
Address Line 2:	Suite 200		
Address Line 4:	Kalamazoo, MICHIGAN 49002-0402		
NAME OF SUBMITTER:	Andrew boes		
SIGNATURE:	/Andrew Boes/		
DATE SIGNED:	12/01/2022		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made as of November 16, 2022 (the “Effective Date”), by and between Green River Spirits Company, LLC, a South Carolina limited liability company (the “Assignor”), and Green River Spirits Charleston LLC, a South Carolina limited liability company (the “Assignee”).

WHEREAS, Assignor, Assignee, and the other parties signatory thereto are parties to that certain Membership Interest Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor shall convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, grants, conveys and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (collectively, the “Intellectual Property”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the patents and patent applications set forth on Schedule 2 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(c) all of the Intellectual Property Assets listed on Schedule 3 hereto;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities 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.

3. Recordation and Further Actions. Assignor does hereby irrevocably appoint Assignee and its successors and assigns as Assignor's true and lawful attorney in fact, and hereby authorizes Assignee to: (a) execute on behalf of Assignor all instruments, documents, and the like to transfer the Intellectual Property to Assignee and its successors and assigns; and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest shall be irrevocable. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor further covenants that from time to time after the Effective Date, Assignor will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of accomplishing this Assignment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. With respect to any dispute arising out of this Assignment, each party irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery or the United States District Court for the District of Delaware.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date and year first written above.

ASSIGNOR:

GREEN RIVER SPIRITS COMPANY, LLC

Mark Erwin

By: _____

Name: Mark W. Erwin

Its: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

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TRADEMARK
REEL: 007905 FRAME: 0832

ASSIGNEE:

GREEN RIVER SPIRITS CHARLESTON LLC

Mark Erwin

By: _____

Name: Mark W. Erwin


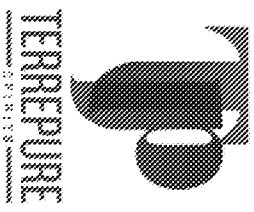
Title: Chief Executive Officer


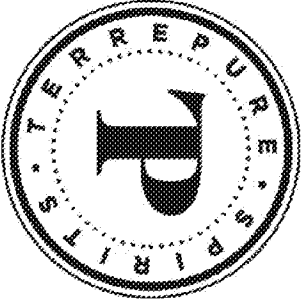
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TRADEMARK
REEL: 007905 FRAME: 0833

SCHEDULE 1
TRADEMARKS

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
TERREPURE	United States	77/197,032	06/04/2007	3,677,014	09/01/2009
TERREPURE SPIRITS	United States	86/824,843	11/18/2015	4,968,865	05/31/2016
TP (Stylized)					
	United States	86/888,439	01/27/2016	5,134,626	01/31/2017
TP TERREPURE SPIRITS & Design					
	United Kingdom	2635074	09/17/2012	2635074	02/01/2013

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
 TERREPURE SPIRITS TP & Design	United States	86/077,022	09/27/2013	4,813,460	09/15/2015
 TERREPURE SPIRITS TP & Design	United Kingdom	2655365	03/07/2013	2655365	06/28/2013

SCHEDULE 2
PATENTS

Title	Application No.	Priority Date	Filing Date	Patent No.	Issue Date	Status
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	CA 2,459,917	9/4/2001	9/4/2002	CA 2,459,917	8/31/2010	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	EP 1423498	9/4/2001	9/4/2002	EP 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	EP 02778215.0	9/4/2001	9/4/2002	EP 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	ES 02778215.0	9/4/2001	9/4/2002	ES 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	FR 02778215.0	9/4/2001	9/4/2002	FR 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	GB 02778215.0	9/4/2001	9/4/2002	UK 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	IT 02778215.0	9/4/2001	9/4/2002	IT 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	NL 02778215.0	9/4/2001	9/4/2002	NL 1423498	11/7/2012	Expired
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	US 10/234,973	9/4/2001	9/4/2002	US 7,063,867	6/20/2006	Active
Process for Enhanced Flavoring of Beverages and Product Produced Therefrom	BR 20020212282	9/4/2001	9/4/2002	BR P10212282-0	1/16/2018	Active

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SCHEDULE 3

INTERNET ASSETS

Domain Names

1. terrepure.net
2. terrepurekentuckydistillers.com
3. terrepurespirits.biz
4. terrepurespirits.co
5. terrepurespirits.com
6. terrepurespirits.net

Social Media Accounts

1. Twitter - @TerrePURE (<https://twitter.com/terrepure>)