

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827904

<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>
Mighty Swell Cocktail Company, LLC		07/28/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lemonati, LLC		
<b>Street Address:</b>	396 Washington Avenue		
<b>City:</b>	Carlstadt		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07072		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6840969	KEEP IT WEIRD	
<b>Registration Number:</b>	6236605	MIGHTY SWELL	
<b>Registration Number:</b>	5198826	RIDE THE WAVE	
<b>Registration Number:</b>	6606786	S	
<b>Serial Number:</b>	97511805	TECHNIFLAVOR	
<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>	(512) 703-1425		
<b>Email:</b>	kcronin@fbk.law		
<b>Correspondent Name:</b>	Kirby Cronin		
<b>Address Line 1:</b>	P.O. Box 164225		
<b>Address Line 2:</b>	Ferguson Braswell Fraser Kubasta, PC		
<b>Address Line 4:</b>	Austin, TEXAS 78716		
<b>ATTORNEY DOCKET NUMBER:</b>	11534-00001		
<b>NAME OF SUBMITTER:</b>	Kirby Cronin		
<b>SIGNATURE:</b>	/kirbycronin/		
<b>DATE SIGNED:</b>	07/28/2023		

OP \$140.00 6840969

**Total Attachments: 5**

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## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this “Assignment”) is made effective as of July 28, 2023 (the “Effective Date”), by and between Mighty Swell Cocktail Company, LLC, a Texas limited liability company (the “Assignor”) and Lemonati, LLC, a New Jersey limited liability company (the “Assignee”).

### **RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated June 26, 2023 (the “Purchase Agreement”), whereby Assignor and/or its Affiliates (as defined in the Purchase Agreement) agreed to sell, transfer, assign, and convey to Assignee all of the rights, title, and interest to certain intellectual property in accordance with the terms and conditions set forth in such Purchase Agreement; and

**WHEREAS**, Assignor has adopted and used certain common law and registered trademarks, and as of the Effective Date is using or has the right to use for the applicable goods and/or services offered by Assignor under such trademarks (the “Trademarks”), including the trademarks set forth on Exhibit A, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, the Trademarks, and has agreed to execute and deliver this Assignment.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. 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 Trademarks and any respective registrations and applications, throughout the world, together with the goodwill of the business symbolized by any of the Trademarks, including without limitation: (a) any and all causes of action and other rights assertable in connection with the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including, without limitation, the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries); (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; (c) the right to sue third parties for past, present, and future infringement of or improper activities regarding the Trademarks, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief; (d) the right to assume any licenses related to the Trademarks; and (e) the right to prosecute, register, maintain and defend such Trademarks before any public or private agency, office or registrar, in each case as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes Assignee to file this Assignment with any relevant governmental authority.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents 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 agrees 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 reasonably required for the purpose of accomplishing this Assignment.

3. 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 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.

4. Severability. In the event that any provision of this Assignment is found invalid or unenforceable, it will be modified as necessary to achieve enforceability and enforced to the extent permissible and the remainder of this Assignment will remain in full force and effect.

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

6. Waiver. No modification, amendment, or waiver of any provision of this Assignment shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The failure of a party to this Assignment to insist upon strict adherence to any term of this Assignment on any occasion will not be considered a waiver thereof and will not deprive that party to insist upon strict adherence to that term or any other term of this Assignment thereafter.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law rule or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

**Mighty Swell Cocktail Company, LLC**  
a Texas limited liability company

By: \_\_\_\_\_

Name: Jeana Harrington

Title: Chief Executive Officer, Manager

**ASSIGNEE:**

**Lemonati, LLC**  
a New Jersey limited liability company

By: Henry Rosenberg

Name: Henry Rosenberg

Title: Manager

*[Signature Page to Trademark Assignment]*

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

**Mighty Swell Cocktail Company, LLC**  
a Texas limited liability company

By: Jeana Harrington  
Name: Jeana Harrington  
Title: Manager, Chief Executive Officer

**ASSIGNEE:**


**Lemonati, LLC**  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

**EXHIBIT A**  
**TRADEMARKS**

**Mighty Swell Cocktail Company, LLC**  
**Trademark List - June 22, 2023**

Mark	Country	Serial No.	Application Filing Date	Registration Number	Registration Date
KEEP IT WEIRD	United States	90/808,625	07/02/2021	6,840,969	09/06/2022
MIGHTY SWELL	Canada	2884363	02/11/2021		
MIGHTY SWELL	Cayman Islands	T0001930	02/11/2021	T0001930	08/31/2021
MIGHTY SWELL	Mexico	2560779	02/18/2021	2247594	05/20/2021
MIGHTY SWELL	Puerto Rico	241545-33-0	02/15/2021	226542	02/15/2021
MIGHTY SWELL	United States	88/715,272	12/04/2019	6,236,605	01/05/2021
RIDE THE WAVE	United States	87/164,281	09/08/2016	5,198,826	05/09/2017
	United States	90/525,355	02/11/2021	6,606,786	01/08/2022
TECHNIFLAVOR	United States	97/511,805	07/20/2022		

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Exhibit A