

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Christopher Dangler		09/07/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Taste Brands Limited Liability Company		
Street Address:	657 S Hurtsbourne Pkwy		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90868768	TASTE IT	
Serial Number:	97332767	TASTE	
Serial Number:	90868762	TASTE WATER	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<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>			
Email:	rvance@mcguirewoods.com		
Correspondent Name:	Robin C. Vance		
Address Line 1:	800 E Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Robin C. Vance		
SIGNATURE:	/Robin C. Vance/		
DATE SIGNED:	09/12/2023		
Total Attachments: 8			
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ASSET TRANSFER AGREEMENT

THIS **ASSET TRANSFER AGREEMENT** (the “Agreement”), made, entered into, and effective as of the last date indicated below by the signatures of the parties (the “Effective Date”), is by and between **CHRISTOPHER DANGLER** (“Dangler”), an individual residing in the Commonwealth of Kentucky with an address of 657 S Hurstbourne Pkwy, Louisville, KY 40222, and **TASTE BRANDS LIMITED LIABILITY COMPANY** (“Taste Brands”), a Kentucky limited liability company with an address of 657 S Hurstbourne Pkwy, Louisville, KY 40222. Dangler and Taste Brands may each be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, prior to August 31, 2021, Dangler was preparing to conduct and otherwise engaging in business, as a sole proprietor, to commercialize (i) an apparatus and process for flavoring a smokable article, (ii) smokers’ articles in the nature of cigarette filters, cigarette rolling papers, cigarette tubes, and herbs for smoking, and (iii) a flavored water product (the foregoing items (i)-(iii) collectively referred to in this Agreement as the “Business”);

WHEREAS, Dangler formed Taste Brands to pursue the Business, which Taste Brands was organized as a limited liability company under the laws of the Commonwealth of Kentucky on August 31, 2021, and Dangler was at that time and remains the sole member of Taste Brands;

WHEREAS, in connection with the Business, Dangler owned certain assets, specifically materials and supplies (e.g., flavors, flavoring pads, packaging), inventory, the two domain names described in this Agreement, the inventions described in U.S. Patent Application No. 17/843,486 and International Patent Application No. PCT/US2022/042018 (both of which claim priority to U.S. Provisional Application No. 63/239,709), and the three federal trademark applications described in this Agreement (collectively, the “Assets”);

WHEREAS, in a series of transactions and/or contributions culminating in this Agreement, Dangler has transferred, assigned, and conveyed or now transfers, assigns, and conveys to Taste Brands all of the Assets, which such transactions and/or contributions include, for example, the patent assignment dated September 1, 2021 and recorded with the United States Patent Office under Reel/Frame Number 061135/0990; and

WHEREAS, the Parties enter into this Agreement to confirm and effectuate the transfer, assignment, and conveyance to Taste Brands of all of the Assets Dangler has owned or currently owns, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dangler and Taste Brands hereby agree as follows:

1. ASSIGNMENT. To the extent not already transferred, assigned, and conveyed by Dangler to Taste Brands, Dangler hereby irrevocably transfers, assigns, and conveys to Taste Brands, and Taste Brands has accepted and hereby accepts, any and all of the Assets described above, specifically: **(a)** any and all materials and supplies, such as flavors, flavoring pads, and packaging; **(b)** any and all inventory; **(c)** the domain names www.tastebrands.us and www.tastewater.us; and **(d)** pursuant to the Trademark Assignment Agreement set forth in **Exhibit B** attached to this Agreement and incorporated herein by reference, the three federal trademark applications set forth in **Exhibit A** (attached to this Agreement and incorporated herein by reference) together with any and all goodwill associated and symbolized by the trademarks set forth in those applications and the use thereof.

2. ACKNOWLEDGEMENT. Each Party acknowledges and agrees that, as a result of the transactions and/or contributions between Dangler and Taste, whether preceding the Effective Date of this Agreement or pursuant to this Agreement, all of the Assets which Dangler owned are now transferred, assigned, and conveyed to Taste Brands.

3. SUCCESSOR. Each Party acknowledges and agrees that Taste Brands is a successor to the Business of Dangler and that such business is ongoing and existing.

4. FURTHER ASSURANCES. Each Party agrees and covenants, without the need for further consideration, to take all such further actions and execute all such further consents or documents as may be necessary or appropriate in order to carry out the intent of this Agreement. Without limiting the foregoing, each Party agrees to execute, concurrent with the execution of this Agreement, the Trademark Assignment Agreement set forth in **Exhibit B** attached to this Agreement and incorporated herein by reference, to effectuate the assignment of the federal applications and associated trademarks as set forth in Section 1(d) above, which such executed document may be recorded with the United States Patent and Trademark Office.

5. ENTIRE AGREEMENT. This Agreement, together with all exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

6. AMENDMENT AND MODIFICATION; WAIVER. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party hereto. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, **(a)** no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and **(b)** no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7. SEVERABILITY. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or

unenforceable, it is the intention of both Parties that the remainder of the Agreement shall not be affected, and that (a) the illegal, invalid, or unenforceable provision(s) shall be enforced as nearly as possible in accordance with the stated intentions of the Parties underlying the invalid, illegal, or unenforceable provision; and (b) the remainder of the Agreement will be binding and remain in full force and effect.

8. GOVERNING LAW; JURISDICTION; VENUE. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Kentucky. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky (as applicable), in each case located in the city of Louisville and County of Jefferson, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

9. HEADINGS. The section headings in this Agreement are for convenience only and may not be used in construing this Agreement and shall have no legal effect.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement.

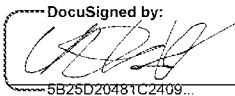
11. EXECUTION. This Agreement and its counterparts (as applicable) may be executed by electronic signature and/or delivered electronically by any or all of the Parties to any or all of the other Parties, and the receiving Party or Parties may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

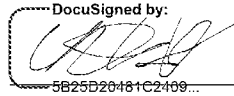
12. BINDING EFFECT. This Agreement shall not be binding on the Parties or otherwise effective unless and until executed by both Parties. Once fully executed, this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, and assigns.

IN WITNESS WHEREOF, Dangler and Taste Brands, each with intent to be legally bound, have entered into and executed this Agreement as of the Effective Date.

CHRISTOPHER DANGLER

TASTE BRANDS LIMITED LIABILITY COMPANY

Signature:  _____
DocuSigned by:
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Signature:  _____
DocuSigned by:
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Date: 9/7/2023

Name: **Christopher Dangler**

Title: **Member**

Date: 9/7/2023

Exhibit A


Trademark Serial No.	Goods	Key Dates / Next Action Due
TASTE IT Serial No. 90/868,768	Class 34: Smoker's articles, namely, apparatus for infusing tobacco or other herbs for smoking with flavors	Filed: August 6, 2021 Published: February 21, 2023 Allowed: April 18, 2023 Statement of Use Due: October 18, 2023
 Serial No. 97/332,767	Class 34: Cigarette filters; Cigarette rolling papers; Cigarette tubes; Herbs for smoking	Filed: March 27, 2022 Published: February 21, 2023 Allowed: April 18, 2023 Statement of Use Due: October 18, 2023
TASTE WATER Serial No. 90/868,762	Class 32: Flavored waters	Filed: August 6, 2021 Published: August 30, 2022 Allowed: October 25, 2022 Statement of Use Due: October 25, 2023

Exhibit B

Trademark Assignment Agreement

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), made, entered into, and effective as of the last date indicated below by the signatures of the parties (the "Effective Date"), is by and between **CHRISTOPHER DANGLER** ("Assignor"), an individual residing in the Commonwealth of Kentucky with an address of 657 S Hurstbourne Pkwy, Louisville, KY 40222, and **TASTE BRANDS LIMITED LIABILITY COMPANY** ("Assignee"), a Kentucky limited liability company with an address of 657 S Hurstbourne Pkwy, Louisville, KY 40222. Dangler and Taste Brands may each be referred to in this Assignment individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor owns the pending federal trademark applications set forth in **Exhibit A** (the "Applications") for the trademarks set forth in such Applications, which such exhibit is attached to this Assignment and incorporated herein by reference;

WHEREAS, Assignee now desires to acquire from Assignor, and Assignor desires to transfer and assign to Assignee, the Applications and associated trademarks as set forth in this Assignment; and

WHEREAS, Assignee is a successor to the business of Assignor, to which the marks pertain, which such business is ongoing and existing.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. Assignor hereby irrevocably transfers, assigns, and conveys to Assignee, and Assignee hereby accepts and acquires from Assignor: **(a)** the Applications; **(b)** the associated trademarks set forth in the Applications; **(c)** any and all of the goodwill of the business associated with and symbolized by such trademarks and any use thereof; and **(d)** any and all rights, title, and interests Assignor has in and to such trademarks and the Applications, including, without limitation, the rights to bring and maintain any and all causes of action, lawsuits, claims, and demands for, as well as the right to seek redress and pursue remedies for, past, present, and future infringements or other misappropriations or violations of rights, in addition to all income, royalties, and damages now or hereafter due or payable to Assignor with respect to such trademarks, including, without limitation, damages and payments for past, present, or future infringements or other misappropriations or violations of rights.

2. INTENT-TO-USE U.S. APPLICATIONS. The Applications being transferred and assigned under this Assignment are currently based on an intent to use the trademarks in commerce in the United States. Assignee is a successor to the business of Assignor, to which the marks pertain, which such business is ongoing and existing. Therefore, the Parties believe this Assignment complies with Section 10 of the Trademark Act (15 U.S.C. §1060).

3. FURTHER ASSURANCES. Assignor agrees, without the need for further consideration, to cause such other lawful acts to be performed and to cause such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request, to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

4. RECORDATION. Assignee may record this Assignment with the United States Patent and Trademark Office.

5. SEVERABILITY. If any provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, it is the intention of both Parties that the remainder of the Assignment shall not be affected, and that (a) the illegal, invalid, or unenforceable provision(s) shall be enforced as nearly as possible in accordance with the stated intentions of the Parties underlying the invalid, illegal, or unenforceable provision; and (b) the remainder of the Assignment will be binding and remain in full force and effect.

6. BINDING EFFECT. This Assignment shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, and assigns.

7. HEADINGS. The headings used in this Assignment are included for convenience only and shall not be used to construe meaning or intent or be given any legal effect.

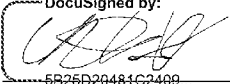
8. COUNTERPARTS. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

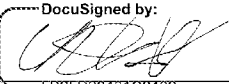
9. EXECUTION. This Assignment and its counterparts (as applicable) may be executed by electronic signature and/or delivered electronically by any or all of the Parties to any or all of the other Parties, and the receiving Party or Parties may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

IN WITNESS WHEREOF, Assignor and Assignee, each with intent to be legally bound, have entered into and executed this Assignment as of the Effective Date.

CHRISTOPHER DANGLER

TASTE BRANDS LIMITED LIABILITY COMPANY

DocuSigned by:

Signature: _____
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DocuSigned by:

Signature: _____
5B26D20481C2409...

Date: 9/7/2023

Name/Title: **Christopher Dangler, Member**

Date: 9/7/2023

Exhibit A

Trademark Serial No.	Goods
TASTE IT Serial No. 90/868,768	Class 34: Smoker's articles, namely, apparatus for infusing tobacco or other herbs for smoking with flavors
 Serial No. 97/332,767	Class 34: Cigarette filters; Cigarette rolling papers; Cigarette tubes; Herbs for smoking
TASTE WATER Serial No. 90/868,762	Class 32: Flavored waters