

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838656

<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>
Taste Brands Limited Liability Company		09/11/2023	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RC Holding, LLC		
<b>Street Address:</b>	16 East Church Street		
<b>City:</b>	Martinsville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24112		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90868768	TASTE IT	
<b>Serial Number:</b>	90868762	TASTE WATER	
<b>Serial Number:</b>	97332767	TASTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rvance@mcguirewoods.com		
<b>Correspondent Name:</b>	Robin C. Vance		
<b>Address Line 1:</b>	800 E Canal Street		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Robin C. Vance		
<b>SIGNATURE:</b>	/Robin C. Vance/		
<b>DATE SIGNED:</b>	09/12/2023		
<b>Total Attachments: 3</b>			
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## 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 TASTE BRANDS LIMITED LIABILITY COMPANY ("Assignor"), a Kentucky limited liability company with an address of 657 S Hurstbourne Pkwy, Louisville, KY 40222, and RC HOLDING LLC ("Assignee"), a limited liability company duly formed, organized and existing under the laws of the Commonwealth of Virginia and having its principal address at 16 East Church Street, Martinsville, Virginia, USA 24112. Assignor and Assignee 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.

**TASTE BRANDS LIMITED LIABILITY COMPANY**

**RC HOLDING LLC**

DocuSigned by:  
Signature: Christopher Dangler  
38D3234A348C469...

DocuSigned by:  
Signature: Christopher Dangler  
38D3234A348C469...


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

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

Date: September 11, 2023 | 3:44 PM EDT

Date: September 11, 2023 | 3:44 PM EDT

**Exhibit A**

<b>Trademark Serial No.</b>	<b>Goods</b>
<b>TASTE IT</b> 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
<b>TASTE WATER</b> Serial No. 90/868,762	Class 32: Flavored waters