

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bearco, LLC		10/31/2023	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Lake Alfred Holdings, LLC		
Street Address:	676 N. Michigan Avenue		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6248312	CAPRICCIO BUBBLY SANGRIA	
Registration Number:	6748416	CAPRICCIO SPIRITS	
Registration Number:	6016295	CAPRICCIO SANGRIA	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/mp		
DATE SIGNED:	12/08/2023		
Total Attachments: 7			
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EXHIBIT H-I – BEARCO IP ASSIGNMENT

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (“Assignment”) is executed as of October 31, 2023 (the “Effective Date”), between Bearco, LLC, a Puerto Rico limited liability company, with a principal place of business of 174 St. Minillas Industrial Park 107, Bayamón Puerto Rico 00959 (“Assignor”), and Lake Alfred Holdings, LLC, a Delaware limited liability company with a principal place of business of 676 N. Michigan Avenue, Suite 3700, Chicago, IL 60611 (“Buyer”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of September 25, 2023, by and among Assignor’s Affiliate, Caribbean Distillers LLC (“Seller”), Buyer and Auburndale Plant Holdings, LLC, a Delaware limited liability company (the “APA”).

WHEREAS, Buyer and Seller are parties to the APA, pursuant to which Seller has agreed to assign, convey, transfer and deliver to Buyer, and cause certain Affiliates, including Assignor, to assign, convey, transfer and deliver to Buyer, and Buyer has agreed to acquire, all right, title and interests in and to the Purchased Assets, all as described therein, including, without limitation, the Intellectual Property Assets; and

WHEREAS, pursuant to Section 2.10 of the APA, Buyer and Seller have agreed that Assignor and Buyer would enter into this Assignment to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Buyer, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. Assignor hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Buyer and its successors and assigns all of Assignor’s worldwide rights, title and interests in and to the following: (i) the Intellectual Property Assets set forth on Schedule 1 hereto (the “Assigned Assets”); (ii) all of the goodwill associated with any of the foregoing, (iii) all registrations and applications for registration for any of the foregoing, and all issuances, extensions, and renewals thereof, (iv) the ongoing and existing Business of Assignor to which the Assigned Assets pertain; (v) the right to file any document (including, without limitation, applications) in the United States and throughout the world for any of the foregoing in the name of Buyer and its successors and assigns, (vi) all common law trademark and trade name rights in the Assigned Assets, and (vii) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due or payable, and rights to causes of action and remedies, related to any of the Assigned Assets, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned Assets, and all rights corresponding thereto throughout the world for the Assigned Assets.

2. Further Assurances.

a. Assignor shall provide Buyer and its successors and assigns with all assistance as it may reasonably request for the full utilization of rights granted in Section 1. By way of illustration, Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Buyer, (i) execute and deliver such further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purpose or intent of this Agreement and to aid Buyer and its successors, assigns, or other legal representatives to obtain and enforce proper protection for the Assigned Assets in all jurisdictions and to record Buyer as owner of the Assigned Assets,

as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Buyer and its successors, assigns, or other legal representatives. Assignor shall not assert any right, title, or interest in or to the Assigned Assets and shall not use the Assigned Assets except as expressly authorized by Buyer pursuant to the License Agreement of even date herewith and any other subsequent written authorization from Buyer.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned Assets to Buyer, as Buyer of the entire right, title, and interest therein or otherwise as Buyer may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Assigned Assets is or was registered, applied for, pending or recorded, requests or requires that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall (at Buyer's cost and expense) execute such documents and deliver them to Buyer or its agents, attorneys or designees, as applicable.

3. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall be given, and shall become effective, as provided in Section 13.1 of the APA and, if intended for Assignor, shall be sent to the address of the Seller provided therein.

4. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Assignment.

5. Entire Agreement. This Assignment, together with all Exhibits and Schedules hereto and with the APA, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Buyer, and each of their respective successors and assigns.

7. Third-Party Beneficiaries. Nothing in this Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

8. Survival. Any right, obligation, or required performance of the parties in this Assignment which, by its express terms or nature and context is intended to survive termination or expiration of this Assignment, will survive any such termination or expiration.

9. Amendment and Modification; Waiver. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable law.

11. Choice of Law; Venue. This Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of law doctrines. Any civil action or legal proceeding arising out of or relating to this Assignment shall be brought in the courts of record in Polk County, the State of Florida or the United States District Court, Middle District of Florida. Each party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court. Service of any court paper may be effected on such party by mail, as provided in this Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

12. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

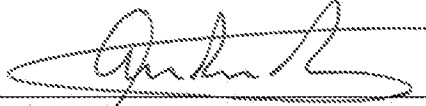
13. Terms of APA; Non-Recourse. This Assignment is made subject to the terms and conditions of the APA, and nothing contained in this Assignment shall extend, amplify or otherwise alter any of the representations, warranties, covenants, agreements and indemnities contained in the APA. Buyer's sole and exclusive remedy with respect to Assignor in connection with this Assignment and the Assigned Assets (including any breach or alleged breach of this Assignment) shall be to seek specific performance against Assignor, and Buyer shall not have any other remedy or recourse whatsoever against Assignor or any of its assets for any Damages in connection with this Assignment or the Assigned Assets, it being understood that Buyer's sole and exclusive remedy for any such Damages shall be limited to those set forth in Article XI of the APA.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the Closing Date.

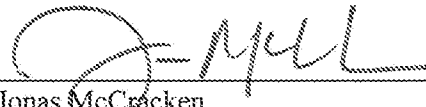
ASSIGNOR:

Bearco, LLC

By: 
Name: Alberto Rivera
Title: Secretary

BUYER:


Lake Alfred Holdings, LLC

By: 
Name: Jonas McCracken
Title: President

By: _____
Name: [Name]
Title: [Title]

**SCHEDULE 1
TO ASSIGNMENT**

Assigned Assets

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status	Owner
CAPRICCIO BUBBLY SANGRIA and Design 	US	11/06/2018	88182845	01/19/2021	6248312	Registered	Bearco LLC
CAPRICCIO SANGRIA	US	02/05/2019	88289142	-	-	Pending	Bearco LLC
CAPRICCIO SPIRITS	US	01/28/2021	90493967	05/31/2022	6748416	Registered	Bearco LLC
CAPRICCIO HARD CIDER 750 ML 13.9% ALC/VOL and Design	US	12/28/2021	97192870	-	-	Pending	Bearco LLC
BUBBLY SANGRIA and Design	Panama	08/20/2015	M243461-01	08/20/2015	M243461-01	Registered	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Bahamas		33807			Pending	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Anguilla	10/03/2014	2014-653			Pending	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Aruba	09/25/2014	IM-140925.15	12/08/2014	32267	Registered	Bearco LLC

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status	Owner
CAPRICCIO BUBBLY SANGRIA	Barbados	10/01/2014	81_032535	-	-	Pending	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Brazil	08/27/2015	909904731	-	-	Pending	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Dominica	01/08/2015	2015-56b	-	-	Pending	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Dominica	-	-	-	2/2015	Registered	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Dominican Republic	-	-	03/03/2015	219466	Registered	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Grenada	-	-	-	816	Registered	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Haiti	09/30/2014	2014-1284-J	-	-	Pending	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Jamaica	09/30/2014	65573	-	-	Pending	Bearco LLC
Capriccio Bubbly Sangria	St. Lucia	03/12/2015	2015-72	-	-	Pending	Bearco LLC
Capriccio Bubbly Sangria	Trinidad and Tobago	10/10/2014	48908	-	-	Pending	Bearco LLC
Capriccio Bubbly Sangria	US Virgin Islands		6067			Pending	Bearco LLC
CAPRICCIO SANGRIA	Brazil				2527	Registered	Bearco LLC
CAPRICCIO SANGRIA	Brazil	05/15/2019	917321588			Pending	Bearco LLC
CAPRICCIO SANGRIA	China				60137699	Registered	Bearco LLC
CAPRICCIO SANGRIA	China	07/01/2019	39338473-33	-	-	Pending	Bearco LLC
CAPRICCIO SANGRIA	China	12/13/2019	43062140-33	-	-	Pending	Bearco LLC
CAPRICCIO SANGRIA	China	07/01/2019	39323992-32	02/21/2020	39323992	Registered	Bearco LLC

Trademark	Jurisdiction	Filing Date	Filing No.	Registration Date	Registration No.	Status	Owner
CAPRICCIO SANGRIA	Colombia	04/02/2019	SD20190028551	12/16/2019	640857	Registered	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	British Virgin Islands	01/06/2015	4760	-	1872	Registered	Bearco LLC
CAPRICCIO BUBBLY SANGRIA	Dominican Republic	11/25/2014	E2014-33953	-	-	Pending	Bearco LLC
CAPRICCIO SANGRIA and Design	US	11/06/2018	88182831	03/24/2020	6016295	Registered	Bearco LLC
BUBBLY SANGRIA	Puerto Rico			05/28/2014		Registered	Bearco, LLC