

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado Cider Company		01/08/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Rainmaker Cider		
Doing Business As:	DBA Locust Cider		
Street Address:	19151 144th Avenue NE		
City:	Woodenville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85904112	GLIDER CIDER	
Serial Number:	88749446	MILE HIGH CIDER	
Serial Number:	85906483	UVANA	
Serial Number:	85906480	PEARSNICKETY	
Serial Number:	85904148	OL' STUMPY	
CORRESPONDENCE DATA			
Fax Number:	3037593560		
<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:	3037593560		
Email:	brad@coloradocider.com		
Correspondent Name:	Bradly Page		
Address Line 1:	2650 W 2nd Ave Unit 10		
Address Line 4:	Denver, COLORADO 80219		
NAME OF SUBMITTER:	Bradly Page		
SIGNATURE:	/Bradly W Page/		
DATE SIGNED:	01/17/2024		
Total Attachments: 3			

OP \$140.00 85904112

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made and entered into as of this ____ day of January 2024, by and among Rainmaker Cider LLC dba Locust Cider, a Washington limited liability company (the "Buyer") and Colorado Cider Company LLC (the "Seller").

WHEREAS, the Buyer and Sellers have entered into that certain Asset Sale Agreement for Colorado Cider Company, LLC (the "Sale Agreement"), whereby the Seller has agreed to sell, transfer and deliver to the Buyer certain of the Seller's assets, and the Buyer has agreed to purchase those assets from the Seller on the terms and conditions set forth in Sale Agreement;

WHEREAS, this Bill of Sale is being delivered pursuant to Section 3.1.1 of the Sale Agreement; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Sale Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Bill of Sale; Assignment of Assets. Seller does hereby assign, transfer and deliver to the Buyer, and the Buyer does hereby accept from the Seller, all of the assets to be sold and transferred to Buyer pursuant to the Sale Agreement, to wit: Seller's customer records, wholesale distribution agreements, customer purchase agreements, business name(s), telephone number(s) (but excluding Brad Page's personal cellphone number), contract rights (but excluding Seller's accounts receivable and other rights to receive payment for products shipped and/or sold prior to the Closing), trademarks and trademark registrations, copyrights and copyright registrations, trade secrets, patents, web sites and domain names, email addresses, and all associated goodwill of the business. See Exhibit 1. Seller's equipment, furniture, fixtures, leases and leasehold improvements, inventory, Accounts Receivable, cash, and bank accounts and deposits, are not included among the Purchased Assets.
2. Further Assurances. Seller does hereby covenant and agree to, upon the request of the Buyer, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably request to assign and transfer the assets to the Buyer and to assure to the Buyer the continued possession, control and enjoyment of the assets.
3. Sale Agreement. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Sale Agreement.
4. Governing Law. This instrument shall be construed and governed in accordance with the internal laws of the State of Colorado, without giving effect to principles of conflicts of law.


TRADEMARK


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5. Effective Date. This instrument shall be effective as of the date hereof.
6. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Bill of Sale may be executed by one or more parties hereto, and an executed copy of this Bill of Sale may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Bill of Sale as well as any facsimile, telecopy, PDF or other reproduction hereof.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered on the date first above written.

SELLER:

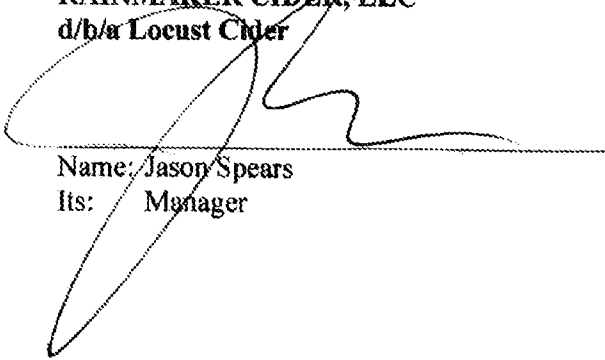
COLORADO CIDER COMPANY, LLC



Name: Brad Page
Its: Manager

BUYER:

RAINMAKER CIDER, LLC
d/b/a Locust Cider



Name: Jason Spears
Its: Manager

EXHIBIT 1

Trademarks and Registrations:

U.S. Serial Number: 85-904,148
O' Stumpy

U.S. APPLICATION SERIAL NO. 85906480
MARK: PEAR SNICKETY

U.S. Serial Number: 85-906483
Mark: UVANA(STANDARD CHARACTER MARK)

U.S. Application Serial No. 88749446
Mark: MILE HIGH CIDER

U.S. APPLICATION SERIAL NO. 85904112
MARK: GLIDER CIDER

WHOLESALE DISTRIBUTION AGREEMENTS:

Elite Brands – Buyer to arrange with distributor.

High Country – Buyer to arrange with distributor.

Website: coloradoeider.com

Telephone number: 303-759-3560.