

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543885

<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>
Kilimanjaro Distillery LLC		10/01/2019	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shobha K. Chokshi		
<b>Street Address:</b>	3790 Clay Dr.		
<b>City:</b>	Macungie		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18062		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5074613	XPLOERER	
<b>Registration Number:</b>	5249289	XPLOERER	
<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>	4847070046		
<b>Email:</b>	kchokshi108@gmail.com		
<b>Correspondent Name:</b>	Kishor Chokshi		
<b>Address Line 1:</b>	3790 Clay Dr		
<b>Address Line 4:</b>	Macungie, PENNSYLVANIA 18062		
<b>NAME OF SUBMITTER:</b>	Kishor Chokshi		
<b>SIGNATURE:</b>	/KishorChokshi/		
<b>DATE SIGNED:</b>	10/03/2019		
<b>Total Attachments: 8</b>			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 1st day of October, 2019 (the "Effective Date") by and between Kilimanjaro Distillery LLC (the "Assignor"), a Pennsylvania Limited Liability Company located at 3790 Clay Dr., Macungie, PA, 18062 and Shobha K. Chokshi (the "Assignee"), a Pennsylvania Resident located at 3790 Clay Dr., Macungie, Pennsylvania, 18062.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: XPLOERER

Application Number 86726344

Registration Number: 5074613

State of Registration: Pennsylvania

Date of Application: Aug 16, 2015

Date of Registration: November 01, 2016

Description of Goods/Services: Blended spirits; Distilled Spirits; Distilled spirits of Malt, Corn, Rye, Potato, Barley, Wheat, Molasses, Cane Sugar, Wine, Agave syrup; Potable spirits; Spirits; Spirits and liqueurs; Whiskey spirits

### Mark Information

Mark Literal Elements: XPLOERER

Standard Character Claim:

Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type:

4 - STANDARD CHARACTER MARK

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world,

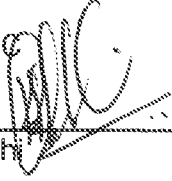
except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.

3. **Consideration.** Assignee shall pay Assignor the sum of \$101.00, payable on September 26, 2019 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Mark, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Mark is free of all liens, claims, and encumbrances.
6. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
8. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Pennsylvania for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

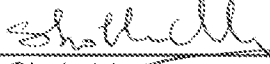
11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kilimanjaro Distillery LLC

By:   
Name: Kishor K. Chokshi  
Title: Member

Shobha K. Chokshi

By:   
Name: Shobha K. Chokshi  
Title: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

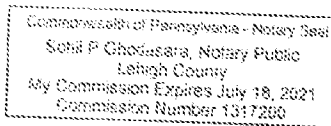
State of PA  
County of Lehigh

On this 1<sup>st</sup> day of Oct. in the year 2019 before me, Sohil P Choudhary, appeared Kishor & Shobha Chakshi who is personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

Sohil P Choudhary  
(Signature of Notary Public)

My Commission Expires: 07/18/2021



## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 1st day of October, 2019 (the "Effective Date") by and between Kilimanjaro Distillery LLC (the "Assignor"), a Pennsylvania Limited Liability Company located at 995 Postal Rd, Allentown, PA, 18109 and Shobha K. Chokshi (the "Assignee"), a Pennsylvania Resident located at 3790 Clay Dr., Macungie, Pennsylvania, 18062.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: "XPLOERER"

Application Number: 87191367

Registration Number: 5249289

State of Registration: Pennsylvania

Date of Application: Oct 03, 2016

Registration: July 25, 2017

Description of Goods/Services: "XPLOERER" Bottle Design for Spirits, Liqueurs, etc.

Mark Description:

Mark Literal Elements: XPLOERER

Standard Character Claim: No

Mark Drawing Type:

3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/  
LETTER(S)/NUMBER(S)

Description of Mark:

The mark consists of A cross section of a globe with the latitude and longitude lines and continents in blue. Overlaid vertically against this cross section is the word "XPLOERER" in gold with the "O" centered within a blue and gray compass. Above the word "XPLOERER" is a gold sun with gold rays emanating setting against a white and gold horizon / mountain with a purple tree at the left base of the horizon / mountain and a purple giraffe at the right base of the horizon / mountain.

Color Drawing: Yes

Color(s) Claimed: The color(s) Blue, White, Gold, Purple and Grey is/are claimed as a feature of the mark.

Design Search

**Code(s):**

01.05.01 - Sun, rising or setting (partially exposed or partially obstructed); Sunrise

01.17.03 - Maps of North America

01.17.04 - Maps of South America

05.01.10 - Thicket; More than one tree or bush; thicket; group of trees

06.01.04 - Mountains (landscapes); Scenery with mountains

17.07.05 - Compasses (directional); Directional compasses, including mariner's compasses and compass points

24.09.05 - American flags; Flags, American

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Assignee shall pay Assignor the sum of \$101.00, payable on October 1<sup>st</sup>, 2019 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Mark, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Mark is free of all liens, claims, and encumbrances.
6. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
8. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with




any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing

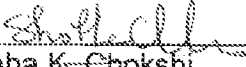
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Pennsylvania for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kilimanjaro Distillery LLC

By:   
Name: Kishor K. Chokshi  
Title: Member

Shobha K. Chokshi

By:   
Name: Shobha K. Chokshi  
Title: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

State of PA  
County of Lehigh

On this 15<sup>th</sup> day of Oct in the year 2019 before me, Sohil P. Ghodasara, appeared Kishor & Shobha (H&K) who is personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

Sohil P Ghodasara  
(Signature of Notary Public)

My Commission Expires: 07/18/2021

Commonwealth of Pennsylvania - Notary Seal  
Sohil P Ghodasara, Notary Public  
Lehigh County  
My Commission Expires July 18, 2021  
Commission Number 1317200