

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800781

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900761284		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liquid 22, LLC		03/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sprinter Spirits, LLC		
Street Address:	9 Lagorce Circle		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33141		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97804922	SPRINTER	
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>			
Email:	trademark@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Blvd, 12th fl.		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	4651-02		
NAME OF SUBMITTER:	Irene Y. Lee		
SIGNATURE:	/Irene Y. Lee/		
DATE SIGNED:	04/05/2023		
Total Attachments: 4			
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Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into as of March 24, 2023 by and between Sprinter Spirits, LLC, a Delaware limited liability company ("Buyer") on the one hand and Liquid 22, LLC, a Delaware limited liability company (collectively, the "Seller") on the other hand.

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of March 24, 2023, by and among Buyer and Seller (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Seller has agreed to, among other things, assign to Buyer all of Seller's right, title, and interest in and to the Intellectual Property (as such term is defined in the Agreement), including without limitation the intellectual property rights set forth on Schedule A.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

2. Seller does hereby convey, transfer, assign, and deliver absolutely and forever to Buyer all of Seller's right, title, and interest, whether statutory or at common law, domestic, or international, in and to the Intellectual Property, together with the goodwill appertaining thereto and the business to which the Intellectual Property pertains, which Seller expressly represents and warrants is ongoing and existing, including without limitation (i) the intellectual property rights set forth on Schedule A, (ii) any and all registered Intellectual Property and previously filed applications for registration, (iii) the right to apply for new registrations for the Intellectual Property, (iv) the right to prosecute, maintain, enforce, use, and otherwise exploit Intellectual Property, (v) all income, royalties, damages, and any other monetary benefits due or payable to Seller with respect to any of the Intellectual Property, including without limitation, damages and payments for any and all infringements or misappropriation, (vi) any and all rights to sue for past, present, and future infringements, misappropriations, or any other forms of violation or misuse of any of the Intellectual Property, (vii) all goodwill of the business associated with the Intellectual Property, and (viii) all rights in and under the Intellectual Property to the fullest extent allowed by law as fully as Seller would have held the same in the absence of this Assignment.

3. Seller hereby requests the Commissioners of Patents and Trademarks for the U.S. Patent & Trademark Office, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Buyer as the owner of the patents, trademarks, copyrights, or other Intellectual Property (as applicable) transferred to Buyer hereunder, and to issue any and all patents, trademark registrations, copyright registrations or other Intellectual Property (as applicable) transferred to Buyer hereunder to Buyer, as assignee of the entire right, title and interest in, to and under the same, or its successors, assigns, or other legal representatives as applicable. Seller hereby covenants and agrees that, at any time and from

time to time forthwith upon the written request of Buyer, Seller shall (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (ii) execute any documents, deeds, assignments (including short-form assignment agreements for purposes of recordation), transfers, assurances, instruments or conveyances of any kind which may be reasonably necessary or advisable to convey, transfer, assign and deliver unto and vest in Buyer title to all of Seller's right in and to the Intellectual Property, and (iii) cooperate with each other in connection with the foregoing. If Buyer is unable for any reason to secure Seller's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Intellectual Property as provided under this Assignment, Seller hereby irrevocably designate and appoint Buyer and Buyer's duly authorized officers and agents as Seller's agents and attorneys-in-fact to act for and on Seller's behalf and instead of Seller to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Intellectual Property, all with the same legal force and effect as if executed by Seller. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. This Assignment is subject in all respects to the terms and conditions of the Agreement and is intended only to document the assignment of the Intellectual Property. Nothing contained in this Assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants, or warranties of Seller and Buyer contained in the Agreement.

5. This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24th day of March 2023.

SELLER

Liquid 22, LLC

DocuSigned by:
Bryan Baum
By: 1C3203F7174E46B...

Name Printed: Bryan Baum

Title: Manager

Date: March 24, 2023

BUYER

Sprinter Spirits, LLC

DocuSigned by:
Bryan Baum
By: 1C3203F7174E46B...

Name Printed: Bryan Baum

Title: Manager

Date: March 24, 2023

SCHEDULE A TO ASSIGNMENT**Trademarks**

No.	Mark	Territory	App. No. App. Date	Goods and Services
1.	SPRINTER	U.S.	97/804,922 21 Feb 2023	IC 33: Hard seltzer

Common Law Trademark Rights

Any and all marks or any other designations that contain the word "SPRINTER"