

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416571

<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>
Vino.com, L.L.C. d/b/a Total Beverage Solution		02/08/2017	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Copper Kettle Brewers, LLC		
<b>Street Address:</b>	5425 Burnet Road, Ste. 106		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78756		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3993043	CELIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5122362002		
<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>	512-236-2304		
<b>Email:</b>	enicolasipdocket@jw.com		
<b>Correspondent Name:</b>	Emilio B. Nicolas		
<b>Address Line 1:</b>	100 Congress Avenue, Ste. 1100		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Emilio B. Nicolas		
<b>SIGNATURE:</b>	/Emilio B. Nicolas/		
<b>DATE SIGNED:</b>	02/17/2017		
<b>Total Attachments: 5</b>			
source=17838608_1_2017-02-08 Trademark Assignment (North America) - CELIS (fully-signed)_Redacted#page1.tif			
source=17838608_1_2017-02-08 Trademark Assignment (North America) - CELIS (fully-signed)_Redacted#page2.tif			
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(fully-signed)\_Redacted#page5.tif

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), dated effective as of February 8, 2017 (the "Effective Date"), is made and entered into by and between Copper Kettle Brewers, LLC, a Texas limited liability company ("Assignee"), on the one side, Vino.com, L.L.C. d/b/a Total Beverage Solution, a Missouri limited liability company ("TBS"), and Craftbev International Amalgamated, Inc., a Delaware corporation ("Craftbev"), on the other side (TBS and Craftbev are sometimes referred to herein collectively as "Assignors"). Assignors and Assignee are sometimes referred to herein each as a "Party" and collectively as the "Parties."

WHEREAS, Assignors are the owners of the below-identified trademarks, registrations, and applications for registration, as well as all other rights appurtenant thereto, and all goodwill in the business(es) connected with the use of and symbolized by any and all parts of the foregoing (collectively, "Trademarks"); and

WHEREAS, Assignors desire to assign to Assignee all rights, titles, and interests in and to the Trademarks, and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Trademarks. The Trademarks are more specifically identified as follows:

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Jurisdiction</u>	<u>Description of Goods/Services</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CELIS	U.S. Reg. No. 3,993,043	United States	Beer, ale lager, stout and porter, in Class 32.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Assignment. Assignors each do hereby and forever irrevocably sell, convey, assign, and otherwise transfer to Assignee, and Assignee does hereby forever accept and acquire, all of Assignors' respective past, present, and future rights, titles, interests, privileges, benefits, and proceeds in and to the Trademarks and any and all parts thereof (together with all international, foreign, federal, state, and local rights in and to the Trademarks and any and all parts thereof, as well as all goodwill of the business(es) connected with the use of and symbolized by the Trademarks and any and all parts thereof, and all ancillary and subsidiary rights in and to any and all of the foregoing), as well as all registrations, renewals, and extensions of the Trademarks and any and all parts thereof, all decrees and licenses of and concerning the

Trademarks and any and all parts thereof, and all rights appurtenant to the foregoing, including, without limitation, the following: all causes of action for past, present, or future infringement, dilution, misappropriation, unfair competition, or other legal theory of, based upon, or relating, in whole or in part, to the Trademarks and any and all parts thereof; all rights to receive income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Trademarks and any and all parts thereof; all profits, benefits, and advantages that shall or may arise from the Trademarks and any and all parts thereto; and all other rights, titles, and interests of every kind and nature whatsoever arising from or in connection with the Trademarks and any and all parts thereof.

3. Representations and Warranties. Assignors represent and warrant to Assignee that Assignors have the full right and authority to convey, sell, transfer, and assign the entire rights, titles, and interests assigned to Assignee pursuant to this Assignment, and that Assignors have not executed any agreements which are inconsistent herewith.

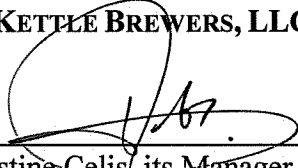
4. Further Assurances. Assignors shall each execute such further documents and instruments, and shall take such further actions, which are reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles, and interests assigned to Assignee pursuant to this Assignment.

*[SIGNATURE PAGE FOLLOWS]*

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this Assignment is entered into by the Parties, as evidenced by their respective, duly authorized signatures below, and shall be deemed effective as of the Effective Date.

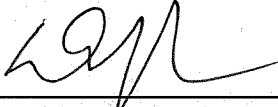
**COPPER KETTLE BREWERS, LLC**

By:   
Christine Celis, its Manager

**CRAFTBEV INTERNATIONAL AMALGAMATED, INC.**

By:   
Sushil Tyagi, its President

**VINO.COM, L.L.C.**  
**D/B/A TOTAL BEVERAGE SOLUTION**

By:   
David J. Pardus, its President

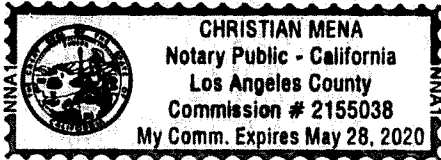
*[ACKNOWLEDGMENT PAGES FOLLOW]*

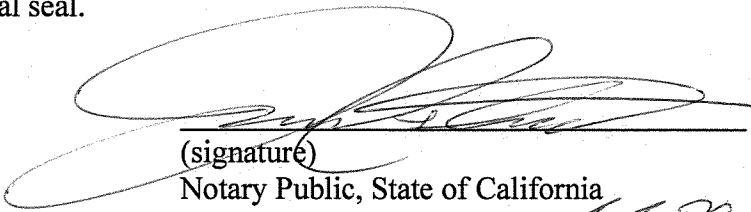
**ACKNOWLEDGMENT**

STATE OF CALIFORNIA    )  
  ) ss.:  
COUNTY OF Los Angeles    )

BEFORE ME, the undersigned authority, on this 19<sup>th</sup> day of February, 2017, personally appeared **Sushil Tyagi**, a person whose identity is known to me, whose name is subscribed to the foregoing instrument titled "Trademark Assignment" and who, being by me duly sworn upon oath, acknowledged that he executed the foregoing instrument while acting in his capacity as President of **Craftbev International Amalgamated, Inc.** and for the purposes and consideration stated therein.

WITNESS my hand and official seal.



  
(signature)  
Notary Public, State of California  
My commission expires on May 28, 2020

**ACKNOWLEDGMENT**

STATE OF SOUTH CAROLINA )  
 ) ss.:  
COUNTY OF CHARLESTON )

BEFORE ME, the undersigned authority, on this 9<sup>th</sup> day of February, 2017, personally appeared **David J. Pardus**, a person whose identity is known to me, whose name is subscribed to the foregoing instrument titled "Trademark Assignment" and who, being by me duly sworn upon oath, acknowledged that he executed the foregoing instrument while acting in his capacity as President of **Vino.com, L.L.C. d/b/a Total Beverage Solution** and for the purposes and consideration stated therein.

WITNESS my hand and official seal.

Patricia A. Gulliford  
(signature)  
Print Name: Patricia A. Gulliford  
Notary Public, State of South Carolina  
My commission expires on 05-26-2020

