

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Future Proof Brands, LLC		05/03/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	MOLSON COORS BEVERAGE COMPANY USA LLC		
Street Address:	250 SOUTH WACKER DRIVE, SUITE 800		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5933791	BRIZZY	
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:	andrew.dupree@quarles.com		
Correspondent Name:	Andrew Dupree		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew Dupree		
SIGNATURE:	/Andrew Dupree/		
DATE SIGNED:	06/04/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), entered into and made effective as of May 3, 2021 is made by Future Proof Brands, LLC, a company organized and existing under the laws of the State of Texas and having a place of business located at P.O. Box 150397, Austin, Texas 78715 ("Assignor") in favor of Molson Coors Beverage Co. USA LLC (f/k/a MillerCoors LLC), a company organized and existing under the laws of the State of Delaware and having a place of business located at 250 S. Wacker Drive, Chicago Illinois 60606 ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties", or each, individually, as a "Party".

WHEREAS, Assignor owns all right, title, and interest in and to the U.S. Trademark Registration No. 5,933,791, China Trademark Registration No. 44054665, European Union Registration No. 018191891, and United Kingdom Registration No. UK00918191891 (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title, and interest in and to the Trademarks, including, without limitation, the right to sue for past, present and future infringement thereof, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises (which constitute an integral part of this Assignment) and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks in the United States and all foreign jurisdictions, including all trademark applications and registrations therefor both foreign and domestic, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Representations and Warranties.

a. Each Party represents and warrants to the other Party that (i) such Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) such Party has full power and authority to enter into this Assignment and to perform its obligations hereunder; (iii) the execution, delivery and performance by each Party of this Assignment does not and will not conflict with any organizational document of such Party, any judgment, order, decree or law applicable to such Party or its assets, or any contract or other instrument to which such party or its assets is bound; and (iv) this Assignment is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms,

except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable law.

b. Assignor represents and warrants to Assignee that (i) Assignor has good and valid title to all of the Trademarks, free and clear of any security interest, pledge, lien, charge, mortgage, claim or other encumbrance (collectively, "Encumbrances") such that by virtue of this Assignment, Assignee will obtain good and valid title to the Trademarks, free and clear of all Encumbrances; (ii) the consummation of the transactions contemplated by this Assignment will not create any right of termination, cancellation or reversion with respect to either Assignor's ownership or use of, or the validity, or enforceability of the Trademarks anywhere in the world; and (iii) there is no claim, action, suit, proceeding or governmental investigation (each, an "Action") of any nature pending or threatened against or by Assignor or any of its affiliates relating to or affecting the Trademarks and no event has occurred or circumstances exist that could reasonably be expected to give rise to, or serve as a basis for, any such Action.

3. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the U.S. Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

4. Governing Law; Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Wisconsin and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code. Each party irrevocably submits to the exclusive jurisdiction of, and venue in, any state or federal court located in Milwaukee County, Wisconsin for the purposes of any suit, action or proceeding arising out of this Assignment and hereby waives any objection or claim regarding venue or *forum non conveniens*.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

6. Entire Agreement. This Assignment contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, negotiations, arrangements, and understandings, relating to the subject matter of this Assignment.

7. Binding Effect; Assignment; No Amendment. This Assignment and the respective rights, covenants, conditions, and obligations of the Parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the Parties hereunder and their respective heirs, successors, and permitted assigns. This Agreement may be amended, modified, or terminated, and rights hereunder may be waived, only by a writing signed by the Parties.

8. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

Future Proof Brands, LLC

Amy Steadman

Name: *AMY STEADMAN*

Title: *COO + Co-FOUNDER*

ASSIGNEE:

Molson Coors Beverage Co. USA LLC

By: *Dale Johnson II*

Name:

Title:

Dale Johnson II
Associate General Counsel