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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM315467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arbor Brewing Company, LLC		08/25/2014	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Dark Corner Distillery, LLC
Street Address:	214 B North Main Street
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29601
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3398192	DARK CORNER ALE

CORRESPONDENCE DATA

Fax Number: 8647517800

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.

Phone: 864-751-7600

Email: barbara.ballew@smithmoorelaw.com

Correspondent Name: Thomas W. Epting

Address Line 1: Smith Moore Leatherwood LLP

Address Line 2: P.O. Box 87

Address Line 4: Greenville, SOUTH CAROLINA 29602

ATTORNEY DOCKET NUMBER:	05013510.000001
NAME OF SUBMITTER:	Thomas W. Epting
SIGNATURE:	/Thomas W. Epting/
DATE SIGNED:	08/28/2014

Total Attachments: 2

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TRADEMARK REEL: 005353 FRAME: 0406

ASSIGNMENT

This Assignment (this "Assignment") is made as of August 35, 2014 ("Effective Date") by:

Arbor Brewing Company, LLC, a Michigan limited liability company 114 East Washington Street Ann Arbor, Michigan 48104; in favor of

Dark Corner Distillery, LLC, a South Carolina limited liability company 241 B North Main Street Greenville, South Carolina 29601.

Recitals

WHEREAS, Arbor Brewing Company, LLC (the "Assignor") desires to transfer its entire right, title, and interest in and to the Mark (as defined below);

WHEREAS, Dark Corner Distillery, LLC (the "Assignee") desires to obtain the Mark from Assignor.

NOW, THEREFORE, in consideration of the sum of Ten Thousand Dollars (\$10,000.00) paid to Assignor by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

- Assignment. Assignor hereby assigns to Assignee: all of its entire right, title, and interest in and to the mark, DARK CORNER ALE, U.S. Trademark Registration No. 3,398,192 (the "Mark"), all common law rights in the Mark, all applications for registration of the Mark, and all unregistered uses, including the right to renew any registrations included of the Mark, the right to apply for registrations of marks within or outside the United States based in whole or in part upon the Mark, any and all priority rights that may arise from the Mark, and the goodwill associated with the use of the Mark in the business with which such Mark is and heretofore associated (except the recipe, which shall be retained by Assignor and marketed under a different mark); all rights of Assignor accruing under any of the foregoing provided by applicable law, treaty, convention, or otherwise of any jurisdiction throughout the world; and any and all claims and causes of action with respect to any of the foregoing, including without limitation any claims or causes of action Assignor may have against Assignee, whether accruing before, on or after the Effective Date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but not the obligation, to pursue such relief.
- 2. <u>Warranty; Further Documentation</u>. Assignor warrants that it is the sole owner of the Mark and that it has not entered into any assignment, security agreement, contract, or understanding in conflict herewith. Assignor further agrees to execute any additional documents reasonably necessary to effect this Assignment or to confirm

TRADEMARK REEL: 005353 FRAME: 0407 Assignee's ownership of the Mark. Assignor makes no other representations or warranties, including without limitation, any representation or warranty as to priority of use of the Mark. Specifically, Assignor makes no representations or warranty as to the validity of the Mark nor as to whether the Mark infringes the rights of any third party, including, but not limited to, the intellectual property, trademark, service mark, copyright, or trade dress rights of such third party. Assignee assumes all risk and liability associated with the Mark as of the Effective Date.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the Effective Date.

	Man 1 - 1/2 1/1
By:	Manton (7/V///
·	Matthew T. Greff, Managing Member

STATE OF MICHIGAN)
)
County of Washtenaw)

Arbor Brewing Company, LLC

On this <u>25</u> day of August 2014, before me, the undersigned notary public, personally appeared Matthew T. Greff, Managing Member of Arbor Brewing Company, LLC, proved to me through satisfactory evidence of identification, which was a Michigan driver's license, and whose name is signed on the preceding document, or attached document, and acknowledged to me that he signed it voluntarily for the stated purpose.

DAVID K. PATE

Notary Public, State of Michigan

County of Washtenew

My Commission Expires Mar. 25, 2020

Acting in the County of WASHTENAW

Notary Public for Michigan

My commission expires: MARCH 25, 2020

CLT118413

RECORDED: 08/28/2014

TRADEMARK REEL: 005353 FRAME: 0408