

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Exclusive License For Whisky		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broker's Gin Limited		10/28/2015	CORPORATION: ENGLAND
RECEIVING PARTY DATA			
Name:	Hood River Distillers, Inc.		
Street Address:	660 Riverside Drive		
City:	Hood River		
State/Country:	OREGON		
Postal Code:	97031		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0925621	BROKER'S	
Registration Number:	2703781	BROKER'S	
CORRESPONDENCE DATA			
Fax Number:	5035955301		
<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>			
Phone:	503-595-5300		
Email:	ptotmdocket@klarquist.com		
Correspondent Name:	David P. Petersen		
Address Line 1:	121 SW Salmon Street,		
Address Line 2:	One World Trade Center, Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	476-91010-01		
NAME OF SUBMITTER:	David P. Petersen		
SIGNATURE:	/David P. Petersen/		
DATE SIGNED:	11/19/2015		
Total Attachments: 8			
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EXHIBIT G

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, effective as of October 28, 2015, which shall hereinafter be referred to as “the effective date of this Agreement,” is by and between Brokers Gin Limited, a company incorporated and registered in England and Wales with company registration number 3570094, having its registered office at Dial House, Govett Avenue, Shepperton, Surrey TW17 8AG, United Kingdom (hereinafter “Licensor”), and Hood Rivers Distillers, Inc., a corporation organized and existing under the laws of the State of Oregon, and having its principal place of business at 660 Riverside Drive, Hood River, Oregon 97031, United States of America (hereinafter “Licensee”).

The parties confirm and agree as follows:

1. Recognition of Licensor’s Ownership. As between the parties, Licensor is the owner of the marks BROKEr’s and BROKER’S (hereinafter “The MARKS”) for distilled spirits, and covered by U.S. Trademark Registration Nos. 0925621 and 2703781 (“The Registrations”). Licensor agrees to maintain The Registrations in force. The Licensor shall file renewal documents to renew The Registrations by each Applicable Renewal Deadline Date. The Applicable Renewal Deadline Date is the deadline for filing a renewal application to maintain a registration, not including any grace period for filing the renewal application. Licensor hereby irrevocably authorizes Licensee and legal counsel chosen by Licensee to file and prosecute a renewal application in the event that an application for renewal of any of The Registrations is not filed by Licensor by the Applicable Renewal Deadline Date; provided, however, Licensee has no obligation to file or prosecute any such renewal application.

2. Definition of Goods. The term “The Goods” shall mean any type of Whiskey or Whisky, the terms being synonymous, as currently defined in 27 CFR §5.22(b)(1) – (9), a copy of which is attached as Appendix A to this Agreement and incorporated herein by reference, but not other types of distilled spirits.

3. Grant of License. Licensor hereby grants to Licensee an exclusive royalty-free, payment free, perpetual, freely transferable, assignable and sub-licensable, in whole and in part, and unrestricted license to use The Marks alone and in combination with other terms and designs (except for words and designs in which Licensor has prior rights) for the Goods in the United States. Except as provided in this paragraph 3, the rights to The MARKS for all other

products other than the Goods remain with Licensor. Licensee's right to use The MARKS under this License includes, but is not limited to, use in connection with any one or more of the production, distilling, packaging, marketing, promotion, sale and provision of the Goods, including the distribution of promotional and merchandizing items to encourage recognition and sales of the Goods. Licensee is also not restricted from referring descriptively to a distributor or provider of products or services as a "broker." Licensee accepts this license subject to the terms and conditions in this Agreement. In the event Licensee sub-licenses or assigns any rights under this Agreement, any such sub-license or assignee will be required to agree to be bound by the terms of this Agreement

4. Ownership of The Marks. Licensee acknowledges that Licensee has no ownership rights in The MARKS. Licensee agrees that all use of The MARKS by Licensee shall inure to the benefit of and be on behalf of Licensor. Licensee agrees that it will not file any application for registration of The MARKS, or any mark confusingly similar to The MARKS, in the United States Patent and Trademark Office, or in any state or foreign jurisdiction. Licensee agrees that nothing in this license shall give Licensee any right, title, or interest in The MARKS or any portion thereof other as set forth in this license. Licensee agrees that it will not attack any of the right, title, or interest of Licensor in The MARKS or Licensor's current or future registrations of The MARKS. Licensee further agrees that Licensee will not attempt to limit, in any way, Licensor's continued or future use of The MARKS for distilled spirits other than the Goods.

5. Quality Control. Licensee agrees that the quality of the Goods to be sold under The MARKS by Licensee will be at least of the quality of the Broker's brand Goods currently being sold by Licensee, which Licensor agrees is of a sufficient quality.

6. Manner and Use of The Marks.

A. Licensee is free to use the word BROKER's for the Goods in any design or form (subject to the other provisions of this paragraph), including, without limitation in the form depicted below:



B. Licensee agrees not to use The Marks in packaging or marketing of Distilled Spirits with a bowler hat on top of a bottle. Licensee is free to use The Marks alone or in combination with any other word(s) or design; provided that such other word(s) or design are not word(s) or design in which Licensor has prior rights, including but not limited to the designs shown in U.S. Registration Nos. 2823728 and 2759587. Except for use of The Marks as permitted by this Agreement, Licensee agrees not to adopt and use any mark for distilled spirits that is confusingly similar to The MARKS.

C. Licensee undertakes to comply with all United States Federal and State laws and regulations pertaining to the Goods with which The MARKS are used. Provided that a United States Federal Trademark Registration is in effect for the mark BROKER's that has a definition of goods that is broad enough to include the Goods, Licensee agrees to use an ® symbol on labels affixed to the Goods in proximity to the most prominent usage of the mark BROKER's, whether such usage by Licensee is in word or design form.

D. Licensor agrees that Licensee's current method of use is in compliance with this Agreement.

7. Infringement Proceedings. Licensor shall have the first option to bring infringement or unfair competition proceedings involving the use of The MARKS. In the event the infringement or unfair competition relates to use of The Marks in the United States for the Goods, and Licensor does not promptly exercise Licensor's option to take steps to stop the infringement or unfair competition, including bringing an action to stop the infringement or unfair competition, then Licensee shall have the option to take such steps and to bring such action. In the event Licensee takes such steps or brings such action, Licensor agrees to cooperate with and assist Licensee in enforcing Licensee's rights under this Agreement, including joining in an action to enforce Licensee's rights, if needed for jurisdiction in any such action.

8. Term. This Agreement shall be perpetual.

9. Breach. In the event of a material breach of any of the provisions hereof by Licensee that is not cured within sixty (60) days of Notice of the breach by Licensor to Licensee, Licensor shall have the right to bring an action against Licensee for damages for breach of this Agreement and/or for specific performance to require Licensee to abide by the terms of this Agreement, but shall have no right to terminate this Agreement. In the event of a material breach of any of the provisions hereof by Licensor that is not cured within sixty (60) days of Notice of the breach by Licensee to Licensor, Licensee shall have the right to bring an action against Licensor for damages for breach of this Agreement and/or for specific performance to require Licensor to abide by the terms of this Agreement, but shall have no right to terminate this Agreement.

10. Notices. All notices, requests, demands, and other communications under this Agreement will be in writing and are deemed served and duly given upon personal delivery; on the third day after deposit in the United States mail, certified mail, postage prepaid, addressed to each Party; on the first business day after faxing (with confirmation of successful transmission); or on the first Business Day after sending the notice electronically to the e-mail address, addressed as follows:

If to Licensor: Brokers Gin Limited
 Dial House
 Govett Avenue
 Shepperton, Surrey TW17 8AG
 United Kingdom

with a copy to: John L. DuPré, Esq.
Hamilton, Brook, Smith & Reynolds, P.C.
530 Virginia Road
P.O. Box 9133
Concord, MA 01742-9133
United States of America
Phone: 978-341-0036
Fax: 978-341-0136
E-mail: john.dupre@hbsr.com

If to Licensee: Hood Rivers Distillers, Inc.
660 Riverside Drive
Hood River, Oregon 97031
United States of America

with a copy to: David Petersen
Klarquist Sparking
One World Trade Center
121 S.W. Salmon Street, Suite 1600
Portland, Oregon 97204
United States of America
Phone: 503-595-5300
Fax: 503-595-5301
E-mail: david.petersen@klarquist.com

and with a copy to: Morris J. Galen
Tonkin Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland Oregon 97204
Phone: 503.221.1440
Fax: 503.274.8779
E-Mail: morris.galen@tonkon.com

Or to such other address as either of the parties shall designate by Notice to the other.

11. Assignment. This Agreement and the rights hereunder may be freely assigned by Licensee in whole or in part, provided the assignee agrees to be bound by the terms of this Agreement. Licensor may assign this Agreement, with an assignment of The Marks, without consent of Licensee; provided the assignee agrees to be bound by the terms of this Agreement. Each party will provide Notice to the other party of any such assignment. The term "Assignment" includes a transfer to a party of a controlling interest of the party.

12. Partial Invalidity. If any provision herein is declared invalid by operation of law or otherwise, the entire Agreement shall not be invalid, and the portions of the Agreement that have not been ruled invalid shall continue in full force and effect. Further, in lieu of each such

provision that is invalid, a substituted or added provision shall be made part of this Agreement and shall be as similar as possible in objective as intended by the parties for such invalid provision, but shall be valid, legal, and enforceable.

13. Governing Law; Jurisdiction and Venue. This Agreement, and all claims, controversies and disputes arising out of the subject matter of this Agreement will be governed by and construed in accordance with the Laws of the State of Oregon, apart from choice of law rules. Each Party consents to submit itself to the personal jurisdiction of the Circuit Court of the State of Oregon for Multnomah County (Court) in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement and agrees that such Court is to have exclusive jurisdiction over any such disputes. Each Party agrees that it will not attempt to deny or defeat that Court's jurisdiction by motion or other request for leave from any court. Each of the Parties hereby irrevocably and unconditionally consents to service of process in the manner provided for notices in this Agreement.

14. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the terms of a license to Licensee to use The Marks and as to the rights in The Marks ("Subject Matter of This Agreement), and merges all prior discussions and negotiations between them relating to the Subject Matter of This Agreement. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations relating to the Subject Matter of This Agreement other than as expressly provided in this Agreement, or as duly set forth on, or subsequent to, the effective date of this Agreement in a writing signed by a proper and duly authorized officer of the party to be bound thereby.

15. Limitation on Remedies. Regardless of the basis for the claim, and even if this Agreement or any remedy hereunder is determined to fail of its essential purpose (whether for indemnification or in respect of a claim relating to breach of representation or warranty), no Party will be liable to the other Party for consequential, special, incidental, punitive or exemplary damages, whether by way of actions in contract, tort (including negligence) or otherwise. Consequential damages includes, but is not limited to, lost revenues, lost profit, lost use, cost of capital, injury to any property, and business interruption..

16. Interpretation and Fair Construction of Agreement. Each Party has been represented in the negotiations and preparation of this Agreement by independent counsel, has read this Agreement and has had its contents fully explained to them by its counsel, and is fully aware of the contents and its legal effect. If any provision of this Agreement is uncertain or

ambiguous, the language in all parts of the Agreement will be construed as a whole according to its fair meaning and will not be strictly construed for or against any Party, irrespective of which Party or its counsel drafted the provision. Any headings and sub-headings found in this Agreement are for convenience only and are not to be used in construing this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts with the same effect as if all of the Parties had signed the same document. All counterparts will be construed together and constitute one document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. Facsimile/Electronic Delivery. The facsimile and/or electronic delivery of this Agreement and any other document executed by a Party will be the same as delivery of an original. At the request of any Party, the Party delivering this Agreement or other document by facsimile or electronically will deliver an original of this Agreement or other document.

19. No Third Party Beneficiary. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, will confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents, as of the effective date of this Agreement.

BROKERS GIN LIMITED

HOOD RIVERS DISTILLERS, INC.

By: M. Johnson

By: _____

Name: MARTIN JOHNSON

Name: _____

Title: MANAGING DIRECTOR

Title: _____

Date: 28-10-2015

Date: _____

ambiguous, the language in all parts of the Agreement will be construed as a whole according to its fair meaning and will not be strictly construed for or against any Party, irrespective of which Party or its counsel drafted the provision. Any headings and sub-headings found in this Agreement are for convenience only and are not to be used in construing this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts with the same effect as if all of the Parties had signed the same document. All counterparts will be construed together and constitute one document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. Facsimile/Electronic Delivery. The facsimile and/or electronic delivery of this Agreement and any other document executed by a Party will be the same as delivery of an original. At the request of any Party, the Party delivering this Agreement or other document by facsimile or electronically will deliver an original of this Agreement or other document.

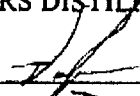
19. No Third Party Beneficiary. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, will confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents, as of the effective date of this Agreement.

BROKERS GIN LIMITED

HOOD RIVERS DISTILLERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Ronald Blaska
Title: President CEO
Date: 10/28/15