

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366858

<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>
Austin Cider Providers Limited		12/17/2015	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Austin Eastciders, Inc.		
<b>Street Address:</b>	979 Springdale Road, #130		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78702		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4171458	EASTCIDERS	
<b>Registration Number:</b>	4256356	GOLD TOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>	2147455172		
<b>Email:</b>	cberryman@winstead.com		
<b>Correspondent Name:</b>	Cathryn Berryman		
<b>Address Line 1:</b>	2728 N. Harwood, Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	58612-1		
<b>NAME OF SUBMITTER:</b>	Cathryn Berryman		
<b>SIGNATURE:</b>	/Cathryn Berryman/		
<b>DATE SIGNED:</b>	12/22/2015		
<b>Total Attachments: 3</b>			
source=AUSTIN EASTCIDERS Trademark Assignment#page1.tif			
source=AUSTIN EASTCIDERS Trademark Assignment#page2.tif			
source=AUSTIN EASTCIDERS Trademark Assignment#page3.tif			

CH \$65.00 4171458

**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT is made and entered into as of December 17, 2015 ("Effective Date"), between Austin Cider Providers Limited, a Great Britain company (hereinafter referred to as "Assignor"), and Austin Eastciders, Inc., a Delaware corporation, having an address of 979 Springdale Road, #130, Austin, Texas 78702 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the applicant and registrant and owner of common law and statutory rights in and to certain trademarks shown in U.S. Trademark Registration No. 4171458 for EASTCIDERS and U.S. Trademark Registration No. 4256356 for GOLD TOP as set forth on Schedule A to this Agreement, which is attached hereto and incorporated herein by reference, and certain other trademarks used in conjunction with cider offered by Assignee (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Trademarks and all of the goodwill associated with the businesses in which the Trademarks are used, which are on-going and existing.

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor and all goodwill associated therewith; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of its ownership and continuous use of the Trademarks from the date of first use or registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks.

Notwithstanding anything to the contrary set forth above, this Assignment shall have no force or effect until each of Assignee and Rilo Leasing, LLC has executed that certain Master Lease Agreement and Equipment Lease Schedule to Master Lease Agreement, Schedule No. 01, at which time this Assignment shall be automatically effective and enforceable in accordance with its terms without any further action by either party hereto.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

**Austin Cider Providers Limited**

DocuSigned by:  
*Ed Gibson*  
Signature: \_\_\_\_\_  
Name: Ed Gibson  
Title: Managing Director

**Austin Eastciders, Inc.**

DocuSigned by:  
*Johnny Heiselberg*  
Signature: \_\_\_\_\_  
Name: Johnny Heiselberg  
Title: Chief Operating Officer

[Signature Page to Trademark Assignment]

**SCHEDULE A**

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
EASTCIDERS	U.S.	4171458	July 10, 2012
GOLD TOP	U.S.	4256356	December 11, 2012