

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Instrument of Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enjoy Beer, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Enjoy Beer Holding Corp.		
Street Address:	14 Walnut Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86557824	ENJOY BEER PARTNERS IN BREWING	
Serial Number:	86557802	ENJOY BEER PARTNERS IN BREWING	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Meghan Hungate c/o Willkie Farr & Gallag		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120588.00055 MHH		
NAME OF SUBMITTER:	Meghan M. Hungate		
SIGNATURE:	/meghanmhungate/		
DATE SIGNED:	01/19/2016		
Total Attachments: 5			
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INSTRUMENT OF ASSIGNMENT

This INSTRUMENT OF ASSIGNMENT (the “**Instrument**”) is dated as of April 30, 2015 (the “**Effective Date**”), by and between Enjoy Beer, LLC, a Delaware limited liability company (the “**Assignor**”), Richard Doyle (“**Mr. Doyle**”) and Enjoy Beer Holding Corp., a Delaware corporation (the “**Assignee**”).

WHEREAS, Assignee was formed for the purpose of engaging directly or indirectly in the business of operating and acquiring breweries and certain related activities;

WHEREAS, Mr. Doyle, the sole member of Assignor, will be the chief executive officer of, and an equity holder in, Assignee.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in exchange for a payment of \$50, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment.** Assignor hereby transfers, assigns, conveys, grants and delivers to the Assignee, effective as of the Effective Date, all of Assignor's rights, title, interest and obligations in, to and under all of its assets (including, without limitation, all trademarks, tradenames, websites, marketing materials, intellectual property and similar items) (the “**Assigned Property**”). Assignee hereby accepts the assignment of the Assigned Property.

2. **Representations and Warranties of Assignor.**

(a) This Instrument has been duly authorized, executed and delivered by Assignor, and constitutes the legal, valid and binding obligation of Assignor enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or equity).

(b) Assignor is not in breach of (with or without notice or lapse of time or both), or in default in the performance, observance or fulfillment of, any of the obligations, covenants or conditions contained in any contract (whether written or oral) comprising the Assigned Property.

3. **Further Actions.** Assignor covenants and agrees to warrant and defend the transfer, assignment, conveyance, grant and delivery of the Assigned Property hereby made against all persons whomsoever, and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee the Assigned Property, all at the sole cost and expense of Assignee.

4. **Assignment of Name.** Each of Mr. Doyle and Assignor hereby assign all right, title or interest that they may possess in the name “Enjoy Beer” and all derivatives thereof, including all URLs using the name “Enjoy Beer”, and U.S. trademark applications for ENJOY BEER PARTNERS IN BREWING, representing by Serial Nos. 86/557824,

86/557814 and 86/557802, to Assignee, together with all goodwill associated therewith, and all causes of action, past, present and future related to the foregoing, including all right to damage and profits, due or accrued, throughout the world. Assignor further consents to recordation of this Assignment by Assignee with the U.S. Patent and Trademark Office or other similar foreign office. Assignor shall, within 60 days of the date hereof, change its name to a name that does not include "Enjoy Beer" or any derivative thereof.

5. **Benefits of Instrument.** This Instrument shall bind and inure to the benefit of the Assignor, the Assignee and any successors to or assigns of the Assignor and the Assignee; provided, however, that this Instrument may not be assigned by any party hereto without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed in the case of any assignment by the Assignee and which consent will not be required in the case of an assignment by the Assignee to any of its affiliates.
6. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of this Instrument (whether in contract or tort) that may be based upon, arise out of or relate to this Instrument or the negotiation, execution or performance of this Instrument (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Instrument) shall be governed by, and construed in accordance with, the Laws of the State of Delaware.
7. **Dispute Resolution.** The parties consent to the exclusive jurisdiction of the courts of the State of Delaware or of the United States District Court sitting in the state of Delaware in connection with any proceedings related to the transactions contemplated by this Instrument. Each party agrees (i) that service of process, summons, notice or document by registered mail addressed to it shall be effective service of process against it for any such action brought in any such court, (ii) to waive and hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action in any such court, (iii) that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, (iv) that the Laws of the State of Delaware shall govern any such action and (v) to irrevocably waive and hereby waives any right to a trial by jury in any such action to the same extent such rights are waived pursuant to this Section 7.
8. **Headings.** Section headings are used for convenience only and shall in no way affect the construction of this Instrument.
9. **Entire Agreement; Amendments.** This Instrument contains the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, and neither it nor any part of it may in any way be altered, amended, extended, waived, discharged or terminated except by a written agreement signed by each of the parties hereto.


- 10. Counterparts.** This Instrument may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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IN WITNESS WHEREOF, the parties have executed this Instrument as of the day and date first set forth above.

ENJOY BEER, LLC

 4/24/15
Name: Richard Doyle
Title: Chief Executive Officer

 4/24/15
Richard Doyle

ENJOY BEER HOLDING CORP.

Name:
Title:

Signature Page to Instrument of Assignment

TRADEMARK
REEL: 005711 FRAME: 0885

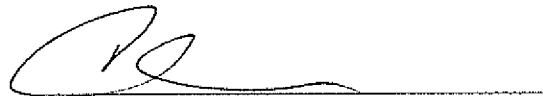
IN WITNESS WHEREOF, the parties have executed this Instrument as of the day and date first set forth above.

ENJOY BEER, LLC

Name: Richard Doyle
Title: Chief Executive Officer

Richard Doyle

ENJOY BEER HOLDING CORP.



Name:
Title:

Signature Page to Instrument of Assignment