

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369874

<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>
Chesapeake & Delaware Brewing Holdings, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Hill Brewery, LLC		
<b>Street Address:</b>	2502 W. 6th Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19805		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4337952	KING OF THE HILL REWARDS CLUB	
<b>Registration Number:</b>	3467236	IRON HILL BREWERY & RESTAURANT	
<b>Serial Number:</b>	86740291	RUDOLPH'S REVENGE	
<b>Serial Number:</b>	86684857	CRUSHER	
<b>Serial Number:</b>	86682477	WITBERRY	
<b>Serial Number:</b>	86682506	MAHALO, APOLLO!	
<b>Serial Number:</b>	86682496	VIENNA RED	
<b>Serial Number:</b>	86682532	THE CANNIBAL	
<b>Serial Number:</b>	86682551	F.RED	
<b>Serial Number:</b>	86682274	ORE HOUSE	
<b>Serial Number:</b>	86682431	PIG IRON	
<b>Serial Number:</b>	86682456	WHITE IRON	
<b>Serial Number:</b>	86682513	BEDOTTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	2149813483		
<b>Email:</b>	dclark@sidley.com		
<b>TRADEMARK</b>			

CH \$340.00 4337952

**Correspondent Name:** Dusan Clark  
**Address Line 1:** 2001 Ross Avenue, Suite 3600  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 64629-30020

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 01/20/2016

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "**Trademark Assignment**"), dated as of January 4, 2016 (the "**Effective Date**"), is by and between Chesapeake & Delaware Brewing Holdings, LLC, a Delaware limited liability company (the "**Assignor**") and Iron Hill Brewery, LLC, a Delaware limited liability company (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contribution and Purchase Agreement (as hereinafter defined).

**W I T N E S S E T H:**

WHEREAS the Assignor is the registered owner of the registered U.S. trademarks and U.S. trademark applications set forth on Schedule A (hereinafter "**the Marks**") and the goodwill of the business symbolized thereby;

WHEREAS, the Assignor and Assignee are parties to that certain Contribution and Purchase Agreement, dated as of the date hereof (the "**Contribution and Purchase Agreement**"), providing for, among other things, the assignment by the Assignor to Assignee of the Acquired Assets, including all of its rights, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, in accordance with the terms of the Contribution and Purchase Agreement, the Assignor and Assignee have agreed to enter into this Trademark Assignment, providing for (a) the assignment from the Assignor to Assignee of all of the Assignor's right, title and interest in, under and to the Marks, and (b) the acceptance by Assignee of such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the assignment and transfer to Assignee of its entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

- 1) **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks:
  - a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof;
  - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2) Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.
  - 3) Contribution and Purchase Agreement. This Trademark Assignment is being executed and delivered pursuant and subject to the Contribution and Purchase Agreement and for the consideration as provided for therein. Nothing in this Trademark Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Contribution and Purchase Agreement. In the event of any conflict between this Trademark Assignment and the Contribution and Purchase Agreement, the Contribution and Purchase Agreement shall control.
  - 4) Parties in Interest. This Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective legal successors and permitted assigns.
  - 5) Counterparts. This Trademark Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to each other party.
  - 6) Governing Law. This Trademark Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware regardless of any Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

**CHESAPEAKE & DELAWARE  
BREWING HOLDINGS, LLC**

By:  \_\_\_\_\_

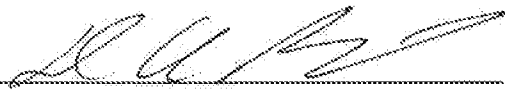
Name Kevin Finn

Title: Manager

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 005712 FRAME: 0868**

**IRON HILL BREWERY, LLC**


By: 

Name: Drew A. Baird

Title: Authorized Person

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE A**

<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>
RUDOLPH'S REVENGE	86-740,291	
CRUSHER	86-684,857	
WITBERRY	86-682,477	
MAHALO, APOLLO!	86-682,506	
VIENNA RED	86-682,496	
THE CANNIBAL	86-682,532	
F.RED	86-682,551	
ORE HOUSE	86-682,274	
PIG IRON	86-682,431	
WHITE IRON	86-682,456	
BEDOTTER	86-682,513	
KING OF THE HILL REWARDS CLUB 	85-720,672	4,337,952
IRON HILL BREWERY & RESTAURANT	77-336,345	3,467,236