

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386272

<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>
Bucha, Inc.	FORMERLY American Brewing Company, Inc.	05/31/2016	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ambrew, LLC		
<b>Street Address:</b>	615 Commerce Street, #101		
<b>City:</b>	Tacoma		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98402		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4333045	AMERICAN BREWING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2532844429		
<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>	2532844410		
<b>Email:</b>	kbornemann@harlowefalk.com		
<b>Correspondent Name:</b>	Kalin Bornemann		
<b>Address Line 1:</b>	1 N. Tacoma Ave., Suite 300		
<b>Address Line 4:</b>	Tacoma, WASHINGTON 98403		
<b>NAME OF SUBMITTER:</b>	Kalin Bornemann, Attorney		
<b>SIGNATURE:</b>	/Kalin Bornemann/		
<b>DATE SIGNED:</b>	06/01/2016		
<b>Total Attachments: 5</b>			
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OP \$40.00 4333045

# TRADEMARK BILL OF SALE AND ASSIGNMENT

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This TRADEMARK BILL OF SALE AND ASSIGNMENT (this "Assignment") is made effective as of the date set forth below (the "Effective Date") by BUCHA, INC., a Washington corporation formerly known as AMERICAN BREWING COMPANY, INC. ("Seller"), for the benefit of AMBREW, LLC, a Washington limited liability company ("Buyer") (Seller and Buyer may be referred to each as a "Party" and together as the "Parties"), pursuant to the terms of that certain Asset Purchase Agreement, dated September 30, 2015 (the "Purchase Agreement"), between the Parties.

## RECITALS

**WHEREAS**, Seller is the record owner (under its former corporate name – a copy of proof of Seller's name change is attached hereto as Exhibit A) of that certain "American Brewing Company" standard character trademark, registered with the United States Patent & Trademark Office on May 7, 2013 under registration number 4333045 and serial number 85448257 (the "Mark"); and

**WHEREAS**, Buyer has purchased the Mark from the Seller pursuant to the terms of the Purchase Agreement, and Seller hereby executes and delivers this Assignment to Buyer for purposes of filing with the United States Patent & Trademark Office to effectively transfer and assign the Mark and its registration to Buyer.

## ASSIGNMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt, adequacy, and legal sufficiency of which is acknowledged, the Parties agree as follows:

**1. Assignment of the Mark.** As of the Effective Date, Seller hereby transfers, assigns, conveys, grants, and sets over to Buyer all of Seller's right, title, and interest in and to the Mark, all applications and registrations therefor, all common law rights therein, together with any and all of the goodwill symbolized by and associated with the Mark, and all past, present, and future income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all past, present, and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation, or dilution of the Mark.

**2. Registrar Procedures.** Buyer will take the steps required by the current procedures promulgated by the United States Patent & Trademark Office to transfer the registration of the Mark to Buyer, by completing the required forms, paying required transfer fees, and taking any other required actions to effect the transfer of the registration

of the Mark to Buyer. At and after the Effective Date, Seller shall, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registration of the Mark upon Buyer's reasonable request.

**3. Further Actions.** At any time after the Effective Date, at Buyer's request and expense, Seller shall execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary to effect, evidence, record, and perfect the transfer and assignment contemplated by this Assignment.

**4. Terms of the Purchase Agreement.** Buyer and Seller acknowledge that the rights and remedies of each party under the Purchase Agreement shall not be deemed to be enlarged, modified, or altered in any way by such execution and acceptance of this Assignment. To the extent the terms and provisions of this Assignment conflict with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

**5. Successors and Assigns.** The terms and conditions of this Assignment shall inure to the benefit of, and shall be binding upon, the Parties, their respective heirs, personal representatives, successors, and assigns.

**6. Notices.** Any notices, requests, demands, or other communications required or permitted to be sent under this Assignment shall be given in the manner set forth in the Purchase Agreement.

**7. Governing Law; Venue.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Washington, as applied to contracts executed and to be fully performed in such state. The Parties consent to the personal jurisdiction of the courts of the State of Washington and the federal courts located in Washington. The Parties agree not to claim that Washington is an inconvenient place for trial. Venue to interpret or enforce this Agreement (or otherwise relating to it) shall be in Pierce County. These provisions shall apply notwithstanding that any one or more of the Parties is now or later becomes a resident or domiciliary of another jurisdiction.

**8. Counterparts.** This Agreement may be executed simultaneously in any number of counterparts (including faxed and/or scanned signatures), each of which shall be deemed an original and all of which shall constitute one and the same instrument.


*(remainder of this page intentionally left blank – signatures follow)*

SIGNATURE PAGE FOR TRADEMARK BILL OF SALE AND ASSIGNMENT:

DATED and EFFECTIVE: May 31, 2016.

**SELLER:**

BUCHA, INC., a Washington corporation  
formerly known as AMERICAN  
BREWING COMPANY, INC.

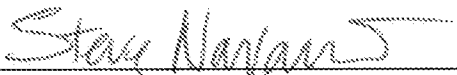
  
\_\_\_\_\_  
By: Neil Fallon  
Its: President

**AGREED AND ACKNOWLEDGED:**

**BUYER:**

AMBREW, LLC, a Washington limited  
liability company

  
\_\_\_\_\_  
By: Brent Hall  
Its: Co-Manager

  
\_\_\_\_\_  
By: Steve Navarro  
Its: Co-Manager

**EXHIBIT A  
PROOF OF SELLER'S NAME CHANGE**

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*[attached]*



Office of the Secretary of State  
Corporations & Charities Division

**Washington Profit Corporation**  
See attached detailed instructions

- Filing Fee \$30.00
- Filing Fee with Expedited Service \$80.00

05/03/16 3169241-001  
\$80.00 K  
FILED: 3237525  
SECRETARY OF STATE  
May 3, 2016  
STATE OF WASHINGTON

This Box For Office Use Only

UBI Number: 603011278

### ARTICLES OF AMENDMENT

Chapter 23B.10 RCW

**SECTION 1**

**NAME OF CORPORATION:** *(as currently recorded with the Office of the Secretary of State)*  
American Brewing Company, Inc.

**SECTION 2**

**AMENDMENTS** were adopted on this **DATE:** March 30, 2016

**SECTION 3**

**ARTICLES OF AMENDMENT WERE ADOPTED BY:** *(please check one of the following)*

- Board of Directors *(shareholder action was not required)*
- Duly approved by shareholders in accordance with 23B.10.030 and 23B.10.040 RCW
- Incorporators *(shareholder action was not required)*

**SECTION 4**

**AMENDMENTS TO ARTICLES ON FILE:** *(if necessary, attach additional information)*  
Changing Name to Bücha, Inc.

**SECTION 5**

**EFFECTIVE DATE OF ARTICLES OF AMENDMENT:** *(please check one of the following)*

- Upon filing by the Secretary of State
- Specific Date: \_\_\_\_\_ *(Specified effective date must be within 90 days AFTER the Articles of Amendment have been filed by the Office of the Secretary of State)*

**SECTION 6**

**SIGNATURE** *(see instructions page)*  
*This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.*

	Brent Willis/CEO	5/2/2016	813-468-8058
Signature	Printed Name/Title	Date	Phone Number

Profit Corporation - Amendment

Washington Secretary of State

Revised 07/10