

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piel Bros. L.P.		07/11/2016	Limited Partnership: ILLINOIS
RECEIVING PARTY DATA			
Name:	Piels Brewing Company, LLC		
Street Address:	79 Madison Avenue, 2nd Fl		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1934848	PIELS MADE IN AMERICA TRADEMARK 1883 A C	
Registration Number:	1020037	PIELS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	shannon@pielsbeer.com		
Correspondent Name:	Shannon Degnan		
Address Line 1:	79 Madison Avenue, 2nd Fl		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Shannon Degnan		
SIGNATURE:	/Shannon Degnan/		
DATE SIGNED:	07/22/2016		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

Dated July 11, 2016

This Assignment of Trademarks (the “Assignment”) is being executed by Piel Bros. LP, an Illinois Limited Partnership located at 50 Windstar Dr., Little Egg Harbor, NJ 08087 (“Assignor”), in favor of Piels Brewing Company, LLC, a New York Limited Liability Company located at 79 Madison Avenue, 2nd Floor, New York, NY 10016 (“Assignee”).

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain Trademarks, Trademark Applications and Registrations for the Trademarks and common law rights set forth on Schedule A hereto (the “Assigned Trademarks”);

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the entirety of Assignor’s right, title and interest in and to the Assigned Trademarks.

WHEREAS Assignor and Assignee are both parties to that certain Asset Purchase Agreement, dated July 11, 2016 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to assign, to Assignee, all right, title and interest in and to the Assigned Trademarks; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration as recited in the Purchase Agreement the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date hereof, Assignor sells, transfers, assigns and delivers to Assignee, and Assignee purchases, accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to the Assigned Trademarks, including any and all associated: (i) goodwill symbolized thereby; (ii) business associated with and represented by the Assigned Trademarks; (iii) common law rights associated with the Assigned Trademarks, as well as any applications or registrations associated with the Assigned Trademarks; (iv) rights to sue for past, present and future infringements, including the right to settle suits involving claims and demands for income and royalties owing; and (v) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Successors and Assigns. This Assignment shall be binding upon the parties and their respective successors and permitted assigns.

3. Governing Law. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the State of New York, without reference to its principles of conflicts of laws that would require application of the substantive laws of any other jurisdiction.

4. Counterparts. This Assignment may be executed by counterpart signature, each of which signature shall be deemed an original and all of which counterparts together shall

constitute one in the same instrument. Furthermore, delivery of a copy of such signature by electronic transmission shall constitute a valid and binding execution and delivery of this Assignment by such party, and such electronic copy shall constitute an enforceable original document.

5. Assignor and Assignee hereby represent, warrant and confirm that the Purchased Assets were electronically transmitted and delivered by Assignor to Assignee on the date hereof by means of email delivery of a PDF document.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

ASSIGNOR

Piel Bros. LP

By: Barbara Cogswell
Name: Barbara Cogswell
Title: General Partner

ASSIGNEE

Piels Brewing Company, LLC

By: SA
Name: Shannon Degnan
Title: Managing Member

Schedule A to Assignment of Trademarks

Assigned Trademarks

MARK	COUNTRY	SERIAL NUMBER	FILING DATE	REG. NO.	REG. DATE	GOODS/ SERVICES
PIELS	U.S.	73014155	3/27/74	1020037	9/9/75	IC 32 - beer (1) typed drawing
PIELS MADE IN AMERICA TRADEMARK 1883 A CENTURY OF EXCELLENCE 1983 (and Design)	U.S.	74522361	5/4/94	1934848	11/14/95	IC 32 - beer (3) design plus words, letters and/or numbers