

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumberjack Brewing Co., LLC		11/10/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Lumberjacks Franchises, Inc.		
Street Address:	410 Hemsted Drive, Suite 200		
City:	Redding		
State/Country:	CALIFORNIA		
Postal Code:	96002		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4822820	LUMBERJACK BREWING	
CORRESPONDENCE DATA			
Fax Number:	2158253101		
<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:	2158253100		
Email:	bgraefe@fisherzucker.com		
Correspondent Name:	William R. Graefe c/o Fisher Zucker, LLC		
Address Line 1:	21 South 21st Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William R. Graefe		
SIGNATURE:	/William R. Graefe/		
DATE SIGNED:	11/14/2016		
Total Attachments: 3			
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source=LUMBERJACK BREWING_TM Assignment (including Federal Reg)_fully-exec on 11-10-2016#page2.tif			
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OP \$40.00 4822820

EXHIBIT A

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered on this 10 day of November 2016, by and between: (i) Lumberjack Brewing Co., LLC, a Washington limited liability company with a business address at 21830 284th Ave SE, Maple Valley, Washington 98038 (the "Assignor"); and (ii) Lumberjacks Franchises, Inc., a California corporation with a business address at 410 Hemsted Drive, Suite 200, Redding, California 96002 (the "Assignee").

BACKGROUND

A. Assignor is the owner of all rights, title and interest in and to the mark LUMBERJACK BREWING, which is currently registered with the United States Patent and Trademark Office ("USPTO") at Reg. No. 4822820 with a registration date of September 29, 2015 (the "Proprietary Mark").

B. Assignor wishes to convey and assign all of its rights, obligations, title and interest in and to the Proprietary Mark, and Assignee wishes to acquire and assume all such rights, obligations, title and interest to this Proprietary Mark, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound, the parties hereby covenant and agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Proprietary Mark in the United States and all other foreign jurisdictions, together with the goodwill associated with the Proprietary Mark, and the right to apply for and maintain trademark registrations with the USPTO or other appropriate trademark application/registration authority in any other jurisdiction, that are based in whole or in part upon the Proprietary Mark, and any priority right that may arise from Assignor's first and continued use of the Proprietary Mark in commerce, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignee hereby assumes all such rights, title and interest in the Proprietary Mark.

2. **Effective Date of Agreement.** This agreement is effective as of the date of execution.

3. **Acknowledgment.** Assignor agrees and acknowledges that: (i) it will not challenge, contest or otherwise attempt to affect Assignee's rights to use, register and maintain the Proprietary Mark in any manner; and (ii) Assignee may "bootstrap" or otherwise claim all dates of first use and other common law rights that Assignor ever had with respect to the Proprietary Mark.

4. **Authorization.** Assignor authorizes the Commissioner of Trademarks of the United States, other empowered officials of the USPTO or other appropriate trademark application/registration authority in any other jurisdiction to record the transfer of any registrations and/or applications for registration associated with the Proprietary Marks to Assignee as the assignee of Assignor's entire right, title and interest therein. Assignor, by and through Assignor's attorney, agrees to further execute any documents reasonably necessary to effectuate this assignment or to confirm Assignee's ownership of the Proprietary Marks.

5. **Counterparts.** The parties hereto may execute this agreement in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts taken together will constitute one and the same instrument. The parties may deliver each counterpart by facsimile transmission, which transmission will be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

ASSIGNEE

ASSIGNOR

LUMBERJACKS FRANCHISES, INC.

LUMBERJACK BREWING CO., LLC

By: _____

By: _____

Print Name: W. A. P. Garrett

Print Name: _____

Title: President

Title: _____

Date: November 10, 2016

Date: November _____, 2016

5. **Counterparts.** The parties hereto may execute this agreement in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts taken together will constitute one and the same instrument. The parties may deliver each counterpart by facsimile transmission, which transmission will be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

ASSIGNEE

ASSIGNOR

LUMBERJACKS FRANCHISES, INC.

LUMBERJACK BREWING CO., LLC

By: _____

By: Melissa Earl

Print Name: _____

Print Name: Melissa Earl

Title: _____

Title: CEO

Date: November _____, 2016

Date: November 4th, 2016