

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405374

<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>
Zachary J. Ziegler		11/12/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Molly Pitcher Brewing Company		
<b>Street Address:</b>	c/o Christopher E. Rice 10 E. High St.		
<b>City:</b>	Carlisle		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17013		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85572409	MOLLY PITCHER BREWING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7172431850		
<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>	7172433341		
<b>Email:</b>	crice@martsonlaw.com		
<b>Correspondent Name:</b>	Christopher E. Rice		
<b>Address Line 1:</b>	10 E. High St.		
<b>Address Line 4:</b>	Carlisle, PENNSYLVANIA 17013		
<b>NAME OF SUBMITTER:</b>	/Christopher E. Rice/		
<b>SIGNATURE:</b>	/Christopher E. Rice/		
<b>DATE SIGNED:</b>	11/14/2016		
<b>Total Attachments: 4</b>			
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OP \$40.00 85572409

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Zachary J. Ziegler

- Individual(s)                       Association
- Partnership                               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) United States of America

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Molly Pitcher Brewing Company

Street Address: 10 East South Street

City: Carlisle

State: Pennsylvania

Country: United States of America Zip: 17013

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Pennsylvania, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

85572409

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Mark consists of standard characters, without claim to any particular font, style size or color. Mark is "MOLLY PITCHER BREWING COMPANY" and the Application was filed on 03/17/2012

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Christopher E. Rice

Internal Address: \_\_\_\_\_

Street Address: 10 East High Street

City: Carlisle

State: Pennsylvania Zip: 17013

Phone Number: 717-243-3341

Docket Number: \_\_\_\_\_

Email Address: crice@martsonlaw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$40.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number N/A

Authorized User Name N/A

**9. Signature:**

Signature

Date

Michael Moll

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:           

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 12<sup>th</sup> day of November, 2016 (the "Effective Date") by and between Zachary J. Ziegler, an adult individual residing in Cumberland County, Pennsylvania ("Assignor") and Molly Pitcher Brewing Company, a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 10 East South Street, Carlisle, Pennsylvania 17013 ("Assignee").

**WHEREAS**, Assignor owns the entire right, title and interest in and to that certain application for trademark and service mark registration filed with the United States Trademark Office ("USPTO") for "Molly Pitcher Brewing Company," identified by the USPTO as US Serial Number 85572409 (the "Mark").

**WHEREAS**, Assignor applied for the Mark before forming Assignee and with the intention of assigning the Mark to Assignee after Assignee's formation;

**WHEREAS**, the Mark is Assignee's business name and service mark and, since October 29, 2014, Assignee has been operating under the name "Molly Pitcher Brewing Company" as a microbrewery and selling products, including but not limited to beers, bearing the name "Molly Pitcher Brewing Company."

**WHEREAS**, Assignor is no longer involved as an owner or operator of Assignee,

**WHEREAS**, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark.

**NOW, THEREFORE**, for good and valuable consideration including the payment of \$1.00, the receipt and sufficiency of which is hereby acknowledged by Assignor and intending to be legally bound, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor has executed and delivered to Assignee the Trademark Assignment in the form shown in Exhibit A.

4. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

6.1. This Agreement and the Trademark Assignment whose form is shown in Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

6.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Pennsylvania, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts state courts located in Cumberland County or the federal courts located in Dauphin County. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

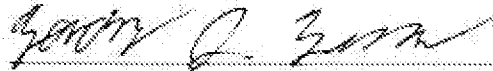
6.3. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

6.4. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in

such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

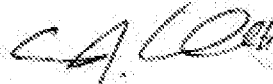
ASSIGNOR



Zachary J. Ziegler, an adult individual

ASSIGNEE

**MOLLY PITCHER BREWING COMPANY**



Michael Moll, Member