

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407383

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|---|--|-----------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jason Ingram | | 12/01/2016 | INDIVIDUAL: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Austin Eastciders, Inc. | | |
| Street Address: | 4007 Commercial Center Drive | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78744 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4595511 | HOW DO YA LIKE THEM APPLES? | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2147455390 | | |
| <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: | 2147455172 | | |
| Email: | cberryman@winstead.com, jmuennink@winstead.com | | |
| Correspondent Name: | Cathryn A. Berryman | | |
| Address Line 1: | 2728 N. Harwood, Suite 500 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 58612-K004US | | |
| NAME OF SUBMITTER: | Cathryn A. Berryman | | |
| SIGNATURE: | /Cathryn A. Berryman/ | | |
| DATE SIGNED: | 12/02/2016 | | |
| Total Attachments: 1 | | | |
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CH \$40.00 4595511

ATTACHMENT A
TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and executed by JASON INGRAM, a Canadian individual with an address at 73463 Bluewater Hwy. RR#2, Zurich, Ontario, Canada N0M 2T0 ("Assignor") in favor of AUSTIN EASTCIDERS, INC., a Delaware corporation, with an address at 4007 Commercial Center Drive, Austin, Texas 78744 ("Assignee").

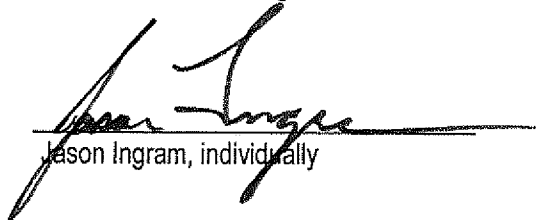
WHEREAS, Assignor is the applicant and sole owner of record of the mark HOW DO YA LIKE THEM APPLES? and related US Registration No. 4595511 for use in conjunction with alcoholic cider in International Class 33 filed on July 11, 2013 based on Section 44(e) priority (the "US Mark Registration"); and

WHEREAS, in consideration for the sum of Ten Dollars (USD \$10) paid to Assignor by Assignee, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of the entire right, title and interest in and to the US Mark Registration and the goodwill associated therewith in the United States of America and its states and territories only (but expressly excluding Canada and its provinces and territories).

NOW, THEREFORE, for and in consideration of the foregoing premises, the purchase price and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in the US Mark Registration, the common law and statutory trademark rights therein and all goodwill related thereto, related certificates or renewals that may be issued or granted, all income, royalties, damages and payments now or hereafter due or payable, and all causes of action, either in law or in equity, for damages for past, present or future infringement, in the United States of America and its states and territories only (but expressly excluding Canada and its provinces and territories). By way of clarification, the foregoing assignment shall not apply with respect to the Canadian Intellectual Property Office Registration No. TMA863,642 for the mark HOW DO YA LIKE THEM APPLES? cited as the basis for priority. Assignor represents and warrants to Assignee that he is the sole owner of the US Mark Registration and the rights conveyed in this Agreement and he has not assigned, conveyed or licensed any rights therein to any other person or entity.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such right, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. In particular, Assignor will execute documents and take all appropriate and reasonable actions as Assignee may request necessary to effectuate the transfer of such right, title and interest in the Mark Registration to Assignee, and to fully perform all covenants contained in this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of December 1, 2016.


Jason Ingram, individually