

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408211

<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>
Finch's Beer Company, LLC		08/19/2016	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MillerCoors LLC		
<b>Street Address:</b>	250 South Wacker Drive, Suite 800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606-5888		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4493866	GOLDEN WING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142713552		
<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>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Hillary J. Wucherer		
<b>Address Line 1:</b>	Quarles & Brady LLP - ATTN IP Docket		
<b>Address Line 2:</b>	411 E. Wisconsin Ave., Suite 2350		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-4426		
<b>NAME OF SUBMITTER:</b>	Hillary J. Wucherer		
<b>SIGNATURE:</b>	/Hillary J. Wucherer/		
<b>DATE SIGNED:</b>	12/08/2016		
<b>Total Attachments: 4</b>			
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## Trademark Purchase Agreement

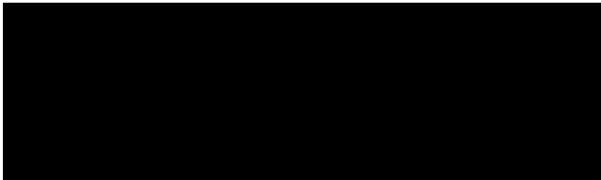
This Trademark Purchase Agreement ("Agreement") is entered into by and between Finch's Beer Company, LLC, an Illinois limited liability company having a principal place of business at 4565 North Elston Avenue, Chicago, Illinois 60630 ("Seller") and MillerCoors LLC, an Delaware limited liability company having a principal place of business at 250 South Wacker Drive, Chicago, Illinois 60606 ("Buyer"). This Agreement will be effective as of the date that the Agreement is signed by both parties (the "Effective Date").

Whereas, Seller is the owner of U.S. Trademark Registration No. 4,493,866 for GOLDEN WING for "beer, ale and lager" in International Class 32, and has used and is the owner of rights in GOLDEN WING trademark in connection with beer, ale and lager (collectively the "Trademark"); and

Whereas, Seller has agreed to sell the Trademark to Buyer, and Buyer has agreed to purchase the Trademark, in accordance with the terms of this Agreement.

Now, therefore, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

Payment to Seller. Within six business days after the Effective Date of this Agreement, Buyer shall pay to Seller the amount of [REDACTED]. The payment shall be sent to Seller via next day mail (UPS, Fed Ex or USPS) at the address below:



1. Assignment of Trademark and Related Rights. Seller hereby assigns to Buyer all rights, title and interest in and to the Trademark; all registrations or applications for registration thereof, the good will of the business in connection therewith; and all claims and demands that Seller may have, at law or in equity, for past infringement of the Trademark.

Seller agrees to take all actions necessary, and file any necessary documents, with any governmental authority in countries where the Trademark is registered or where an application for registration is pending, to effectuate the transfer of the Trademark. Seller shall also complete and sign any other documents, and take any other reasonably necessary actions, that may be required for the Trademark transfer.

2. Recognition of Rights. Seller recognizes the rights of Buyer in the Trademark and shall not use the Trademark or any mark confusingly similar thereto, in any way, including without limitation: (a) as the name of a business, or as a corporate name, trade name, trademark, service mark or otherwise; or (b) as the name or title of any website or pages of any website (including any home pages or internal pages), or in the text or the metatags of any website, or as an e-mail address, or otherwise on the Internet.

3. Notices. All notices, requests, demands and other communications under this agreement to the parties shall be in writing and shall be personally delivered or sent by commercial courier, facsimile (with the original by mail) or certified or registered mail to the following addresses:

To Seller

Finch's Beer Company, LLC  
4565 North Elston Avenue  
Chicago, IL 60630

To Buyer:

MillerCoors LLC  
250 South Wacker Drive, Suite 800  
Chicago, IL 60606-5888  
Attention: Shelly Watson

4. Successors/Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5. Representations and Warranties of Seller. Seller represents and warrants that:

a. Seller has full power and authority to execute and deliver this Agreement and all documents and instruments specified herein and to perform his obligations under this Agreement and under such other instruments and documents.

b. Seller is the sole owner of the Trademark and has good title to all rights in and to the Trademark, free and clear of any liens, pledges, encumbrances, security interests, and other interests of third parties;

c. Seller's use and/or registration of the Trademark does not violate the rights of any third party, and Seller has not received notice from any third party alleging any violations of any third party's rights through Seller's use and/or registration of the Trademark;

d. Neither the Seller nor the Trademark is subject to any pending or threatened legal dispute with any third parties, nor subject to any proceeding or order from any judicial or administrative body;

e. Seller has not and will not purport to grant to any party other than Buyer any right or interest in the Trademark; and

f. This Agreement does not conflict with any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which Seller is bound or to which the Trademark is subject (or result in the imposition of any lien or other security interest upon the Trademark).

6. Indemnification. Seller agrees to indemnify and hold harmless Buyer and its employees, agents and affiliates against any claims, losses, penalties, costs or other liabilities or expenses, including reasonable attorneys' fees and court costs, resulting from or arising out of a

breach of any of the representations, warranties or covenants contained in this Agreement, or resulting from or arising out of any claims for trademark infringement, dilution, or any related causes of action based on use and/or registration of the Trademark that arose prior to the execution of this Agreement.

7. Relationship. Nothing herein contained shall be construed to regard the parties as being partners or joint venturers, or to constitute the arrangement herein provided for as a partnership or joint venture. Neither party shall have the right to obligate or bind the other in any manner whatsoever.

8. Execution of Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed original but such counterparts shall, together, constitute one agreement.

9. Signors' Representation and Warranty. The individuals who sign this Agreement on behalf of the respective parties hereto represent and warrant that they have the right, power, legal capacity and appropriate authority to enter this Agreement on behalf of the entities and/or persons for which they sign below and that they own and have not transferred to any other person any of the rights, claims or interests that are the subject of this Agreement.

10. Waiver and Modification of Terms By the Parties: Entire Agreement. Except as expressly provided herein, this Agreement shall be without waiver of any rights of the parties. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. This Agreement represents the entire understanding of the parties; there are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement and the parties acknowledge and agree that they are not relying on any representation or warranty not expressly made in this Agreement. The failure of either party to enforce, or the delay in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any and all of such rights. No waiver of any breach of this Agreement shall be deemed a waiver of the entire Agreement or of any additional or subsequent breach of this Agreement.

11. Severability. If any provision hereof is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator making such determination shall modify such provision to the minimum extent necessary so as to make it enforceable and valid; but if this cannot be done, then the provision shall be severed and the remaining Agreement shall be interpreted and read to give it maximum enforceability.

12. Governing Law. The parties agree that this agreement will be governed by and construed in accordance with the laws of the state of Illinois, United States of America, without regard to its conflicts of laws provisions.

13. Confidentiality. The parties, themselves and by and through their agents, employees, representatives, and attorneys, agree to keep the terms of this Agreement confidential. Notwithstanding the foregoing, the parties may disclose the terms of this Agreement to their accountants, tax advisors, attorneys, or as otherwise required by law.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Trademark Purchase Agreement as of the dates written below.

Seller: FINCH'S BEER COMPANY, LLC

Date: August 19, 2016

By:  \_\_\_\_\_

Title: Managing Member

Buyer: MILLERCOORS LLC

Date: August 19, 2016

By:  \_\_\_\_\_

Title: Bryan Ferschinger  
Sr. Director Innovations