

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Brew Mart, Inc.		12/15/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cutwater Spirits, LLC		
Street Address:	9750 Distribution Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3924992	THREE SHEETS	
CORRESPONDENCE DATA			
Fax Number:	4159362401		
<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:	415-936-2400		
Email:	greg@krakaulaw.com		
Correspondent Name:	Gregory M. Krakau		
Address Line 1:	100 Pine Street, Suite 1250		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Gregory M. Krakau		
SIGNATURE:	/Gregory M. Krakau/		
DATE SIGNED:	01/20/2017		
Total Attachments: 4			
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source=THREE_SHEETS_Assignment_to_CWS-1 - FULLY EXECUTED#page2.tif			
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OP \$40.00 3924992

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of December 15, 2016 (the "Effective Date"), is entered into by and between Home Brew Mart, Inc., a corporation organized and existing under the laws of the State of California, with an address of 9045 Carroll Way, San Diego, California 92131 ("Assignor"), and Cutwater Spirits, LLC, a limited liability company organized and existing under the laws of the State of California, with an address of 9750 Distribution Avenue, San Diego, California 92121 ("Assignee"). Assignor and Assignee may be referred to, individually, as a "Party" and collectively, as the "Parties."

WHEREAS, Assignor is the registered owner of a mark that is registered in the United States Patent and Trademark Office, Registration No. 3,924,992, for the mark THREE SHEETS (the "Trademark"), for use on "beer" in International Class 32;

WHEREAS, Assignee desires to purchase or acquire Assignor's right, title, and interest in and to the Trademark; and

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering into this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT

Assignor does hereby sell, assign, transfer, and set over to Assignee all of Assignor's right, title, and interest in and to the Trademark in the United States and in all jurisdictions outside the United States including, without limitation, the goodwill connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or breaches of contract related to the Trademark, the right to renew any registrations for the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority rights that may arise from the Trademark), 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.

Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registration for the Trademark to Assignee as recipient of Assignor's entire right, title, and interest therein.

Assignor further agrees, upon request and at the expense of Assignee, to: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademark and any and all applications and/or registrations for the Trademark.

2. WARRANTY

Assignor warrants that Assignor is the legal owner of all right, title and interest in and to the Trademark, that the Trademark has not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW

This Agreement is governed by, and is to be construed in accordance with, the laws of the State of California.

4. ENTIRE AGREEMENT

This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY

In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For ASSIGNOR

For ASSIGNEE

By: 
Marty Birkel, President

By: 
Julie Buechler, General Counsel

Date: 12/20/16

Date: 12/15/16

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 12-20-16 before me, Madeleine N. Tomey Notary Public
(then insert name and title of the officer)

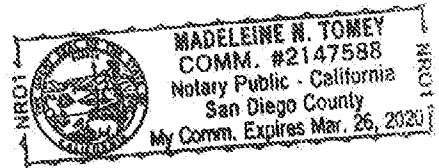
personally appeared Martin P. Birkel

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M. Tomey*



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individually
- Attorney-in-Fact
- Corporate Officer(s) _____ Title _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Optional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input checked="" type="radio"/> form(s) of identification	<input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 12/15/16 before me, Mandy M. Blackford, Notary Public
(insert name and title of the officer)

personally appeared Julie Buechler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mandy M. Blackford (Seal)

