

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Janet Barhorst Schnur		01/14/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sterling Brewers, LLC		
Street Address:	1999 Richmond Road		
Internal Address:	Suite 300		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40502		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4743005	OERTELS	
Registration Number:	4653545	OERTELS '92	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2022942287		
Email:	jgerben@gerbenlawfirm.com		
Correspondent Name:	Joshua M. Gerben, Esq.		
Address Line 1:	1050 Connecticut Ave. NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Joshua M. Gerben, Esq.		
SIGNATURE:	/Joshua M. Gerben/		
DATE SIGNED:	02/07/2017		
Total Attachments: 2			
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OP \$65.00 4743005

TRADEMARKS ASSIGNMENT

THIS TRADEMARKS ASSIGNMENT (this "Assignment") is made and delivered as of January 14, 2017 ("Effective Date") by and between Janet Barhorst Schnur an individual resident of the Commonwealth of Kentucky having an address of 10020 Forest Village Lane, Louisville, KY 40223 ("Seller") and Sterling Brewers, LLC ("Buyer"), a Kentucky Limited Liability Company having an address of 1999 Richmond Road, Suite 300, Lexington, Kentucky 40502. Seller and Buyer are referred to hereinafter as the Parties. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

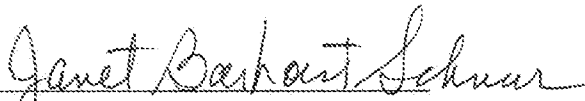
WHEREAS, Seller and Buyer have entered into that certain Purchase Agreement between Seller and Buyer (the "Purchase Agreement") dated as of even date herewith, pursuant to which, among other things, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title, and interest in and to the trademarks OERTELS and OERTELS '92, having the United States Trademark Registration Nos. 4743005 and 4653545 respectively (the "Trademarks").

NOW, THEREFORE, in consideration of the agreements and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement:

1. Assignment: Seller hereby assigns, sells, transfers, and conveys to Buyer all right, title and interest, including, any common law rights in the U.S. and throughout the world, in and to the Trademarks, together with the related goodwill of the business symbolized by the Trademarks and the right to recover for damages from past, present, and future infringements thereof, if any.
2. Acceptance: Buyer hereby accepts the foregoing assignment.
3. Cooperation: After the Effective Date, Seller agrees to execute, acknowledge, and deliver such additional documents and instruments, and perform such additional acts, as reasonably necessary to perfect Buyer's right, title, and interest in and to the Trademarks acquired by Buyer hereunder.
4. Purchase Agreement Controls: Nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. No Additional Remedies: Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Buyer and its successors and assigns any remedy or claim under or by reason of this assignment.
6. Binding Effect: This assignment shall be binding upon and shall inure to the benefit Buyer, Parent, and Seller and their respective successors and assigns.
7. Governing Law: This Assignment shall be deemed to have been made and shall be governed by and construed pursuant to the laws of the Commonwealth of Kentucky and the United States without regard to any conflicts of law provisions that would require the application of the laws of any other jurisdiction.


IN WITNESS WHEREOF, the undersigned execute this Assignment on the date indicated opposite their signatures below.

Dated: January 14, 2017


Janet Barhorst Schnur

STERLING BREWERS, LLC

Dated: January 14, 2017


By: Todd Jackson
Title: president