

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427958

<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>
Icobes B.V.B.A.		05/12/2017	Private Limited Company: BELGIUM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Giuliano Forti		
<b>Street Address:</b>	Via Ivrea n. 1		
<b>City:</b>	21013 Gallarate (VA)		
<b>State/Country:</b>	ITALY		
<b>Entity Type:</b>	INDIVIDUAL: ITALY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3639565	BIERE DU BOUCANIER	
<b>Registration Number:</b>	4280267	BOUCANIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129499190		
<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>	2129499022		
<b>Email:</b>	fterranella@lawabel.com		
<b>Correspondent Name:</b>	Lawrence E. Abelman		
<b>Address Line 1:</b>	666 3rd Avenue		
<b>Address Line 2:</b>	10th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Lawrence E. Abelman		
<b>Address Line 1:</b>	666 3rd Avenue		
<b>Address Line 2:</b>	10th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Frank Terranella		
<b>SIGNATURE:</b>	/ft/		
<b>DATE SIGNED:</b>	05/17/2017		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This agreement is made and entered into by and between the following parties on 12 May 2017 in Evergem, Belgium

Party A: ICOBES, B.V.B.A., a private limited liability company organized under the law of Belgium

Address: Durmakker 23. 9940 Evergem. BELGIUM

VAT no. BE 0456.305.321

Party B: Mr. Giuliano Forti, a citizen of Italy

Address: Via Ivrea n. 1, 21013 Gallarate (VA). ITALY

C.F.: FRTGLN47C17D869Z

Hereinafter, all parties shall be referred to jointly as the “**Parties**” and each of them, individually, as a “**Party**”.

The Parties recognize each other’s capacity to enter into this settlement agreement (the “**Agreement**”).

### **WHEREAS**

- A. Party A is the owner of the trademarks "BIERE DU BOUCANIER", "BOUCANIER", "BUCCANEER" and "BOEKANIER" (hereinafter each a "Assigned Trademark" and collectively the "Assigned Trademarks") as set forth in detail in Exhibit A hereto;
- B. Party B desires to acquire all of Party A’s right, title and interest, in and to the Assigned Trademarks, and Party A desires to assign all such right, title and interest in and to the Assigned Trademarks, upon the terms and conditions set forth herein.

In view of the above, the Parties enter into this Agreement under the terms and conditions set forth below,

## CLAUSES

1. The Party A, subject to, and in accordance with, the provisions of this Agreement, hereby assigns, transfers and conveys to the Party B, and the Party B hereby acquires and accepts transfer from the Party A, with effects as from the date of signature of this Agreement, the entire ownership of the Assigned Trademarks, including all rights, title and interests attached thereto – including all common law rights connected therein together with the goodwill of the business relating to the goods and services in respect of which the Assigned Trademarks are used and all rights therein at common law – and free from any and all charges, encumbrances, options or third party's rights.
2. The total purchase price payable by the Party B to the Party A for the total transfer of the Assigned Trademarks and as consideration for the covenants and undertakings by the Party A made herein (the "**Assignment Price**") will be 30.000,00 € (Thirty thousand euros only).
3. Party A expressly agrees to notarize the Contract before a Public Notary.
4. Upon request from the Party B, the Party A will execute any other documents necessary to carry into full force and effect the transfer of the Assigned Trademarks within a maximum deadline of fifteen (15) natural days.
5. The Parties agree that each party will bear its own costs in relation with this Agreement.
6. 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.
7. This Agreement and 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.
8. If one or more of the clauses contained in the Agreement are declared null and void, that shall not affect the rest of the clauses established herein. The null and void clauses shall be replaced by valid clauses most in keeping with the purpose of the Agreement.

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:**

**ASSIGNEE:**

**ICOBES, B.V.B.A.**

**Mr. Giuliano Forti**

BVBA ICOBES SRL  
Durmakker 23 - 9940 EVERGEM

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

### **Assigned Trademarks**

- European Union trademark no. 2039956, BIERE DU BOUCANIER (fig.), classes 32, 35 and 38
- European Union trademark no. 683730, FILIBUSTER (fig.), classes 16, 32 e 33
- European Union trademark no. 10956308, BUCCANEER, class 32
- European Union trademark no. 12591699, BOEKANIER, class 32
- International trademark no. 523731, BIERE DU BOUCANIER (fig.), classes 32, 35 and 42
- Australian trademark no. 1108219, BIERE DU BOUCANIER (fig.), class 32
- Benelux trademark no. 584440, BIERE DU BOUCANIER (fig.), classes 7, 16, 25, 32, 43
- Benelux trademark no. 832410, BOEKANIER, classes 7, 16, 25, 32, 43
- Benelux trademark no. 1218157, BOUCANIER, class 32
- Chinese trademark no. 4938685, BIERE DU BOUCANIER (fig.), class 32
- Indian trademark application no. 2186042, BIERE DU BOUCANIER, class 32
- Indonesian trademark no. D002012020300, BIERE DU BOUCANIER, class 32
- Japanese trademark no. H09-031029, BIERE DU BOUCANIER (fig.), class 32
- US trademark no. 78647962, BIERE DU BOUCANIER (fig.), class 32
- US trademark no. 85218699, BOUCANIER, class 32
- UK trademark no. 2129220, BIERE DU BOUCANIER (fig.), class 32
- Taiwanese trademark no. 94047679, BIERE DU BOUCANIER (fig.), class 32