

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/28/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rock Bottom Restaurants, Inc.		09/13/2017	Corporation:

RECEIVING PARTY DATA

Name:	Walnut Brewery, Inc.
Street Address:	8001 Arista Place
Internal Address:	Suite 500
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2522797	BUFFALO GOLD
Registration Number:	3847785	BURGEROLOGY
Registration Number:	1788370	BIG HORN BITTER
Registration Number:	3011226	CHICAGO GOLD
Registration Number:	2531650	DENVER CHOPHOUSE & BREWERY
Registration Number:	2573862	FIRE CHIEF ALE
Registration Number:	3985064	HOP BOMB
Registration Number:	4946332	HOPPY TONK HIGHWAY
Registration Number:	2947995	LIQUID SUN
Registration Number:	2669376	LUMPY DOG
Registration Number:	2191866	ROCK BOTTOM
Registration Number:	2011910	ROCK BOTTOM
Registration Number:	2008296	ROCK BOTTOM BREWERY
Registration Number:	1851179	ROCK BOTTOM BREWERY
Registration Number:	3739431	ROCK BOTTOM MUG CLUB
Registration Number:	2419035	ROCK BOTTOM RESTAURANT BREWERY
Registration Number:	2423152	ROCK BOTTOM RESTAURANT & BREWERY

OP \$590.00 2522797

Property Type	Number	Word Mark
Registration Number:	2408037	SING SING
Registration Number:	2357333	WALNUT BREWERY
Registration Number:	2013607	YOU'VE HIT ROCK BOTTOM
Registration Number:	1851178	YOU'VE HIT ROCK BOTTOM
Registration Number:	4784520	IF YOU WANT IT DONE RIGHT, YOU HAVE TO B
Registration Number:	4944259	CHOPHOUSE & BREWERY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3036683952
Email: kris@managed-legal-services.com
Correspondent Name: Kristine Miller
Address Line 1: 1740 Columbine Avenue
Address Line 4: BOULDER, COLORADO 80302

NAME OF SUBMITTER:	Kristine Miller, Colorado Bar Member
SIGNATURE:	/Kristine Miller/
DATE SIGNED:	09/13/2017

Total Attachments: 4
source=Executed Assign RBR to Walnut#page1.tif
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source=Schedule 1 Walnut#page1.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of August 28, 2017, is made by and between Rock Bottom Restaurants, Inc., a Delaware corporation ("Assignor"), and Walnut Brewery, Inc., a Colorado corporation ("Assignee"). Reference is hereby made to the Contribution Agreement of even date herewith by and between Assignor and Assignee (the "Contribution Agreement").

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office ("USPTO") and the United States Copyright Office ("USCO"), as applicable, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "Assigned IP"):

(a) all trademark registrations and applications set forth on Schedule 1 and all renewals thereof, common law rights associated therewith, and goodwill symbolized thereby; provided that, with respect to any United States intent-to-use trademark application(s) set forth on Schedule 1, the transfer of such application(s) accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the trademark(s) pertains, and that business is ongoing and existing;

(b) all copyright registrations and pending applications for registration and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof;

(c) all domain names and addresses set forth on Schedule 3 hereto;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but

no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the USPTO and the USCO, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:


ROCK BOTTOM RESTAURANTS, INC.

By: 
Name: Rebecca Fischer
Title: Secretary

AGREED TO AND ACCEPTED:

ASSIGNEE:

WALNUT BREWERY, INC.

By: 
Name: Courtney Hawley
Title: ASST SECRETARY

SCHEDULE 1	
ASSIGNED TRADEMARK REGISTRATIONS	US REG. NO.
BUFFALO GOLD	2522797
BURGEROLOGY	3847785
BIG HORN BITTER	1788370
CHICAGO GOLD	3011226
DENVER CHOPHOUSE & BREWERY	2531650
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