

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448669

<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>
Magnolia Brewing Company, LLC		10/23/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ripple By The Bay LLC		
<b>Doing Business As:</b>	Magnolia Brewing Company		
<b>Street Address:</b>	500 Linden Street		
<b>City:</b>	Fort Collins		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80524		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4380356	BONNIE LEE'S BEST BITTER	
<b>Registration Number:</b>	4380357	KALIFORNIA KÖLSCH	
<b>Registration Number:</b>	4376575	PROVING GROUND IPA	
<b>Registration Number:</b>	4376576	BLUE BELL BITTER	
<b>Registration Number:</b>	4738294	TWEEZER TRIPEL	
<b>Registration Number:</b>	5082681	PROMISED LAND IMPERIAL IPA	
<b>Registration Number:</b>	4720153	PRESCRIPTION PALE	
<b>Registration Number:</b>	4738283	HIGH TIME HARVEST ALE	
<b>Registration Number:</b>	4535671	MAGNOLIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9702210535		
<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>	9702210524		
<b>Email:</b>	legal@newbelgium.com		
<b>Correspondent Name:</b>	Brian Wolf		
<b>Address Line 1:</b>	500 Linden Street		
<b>Address Line 4:</b>	Fort Collins, COLORADO 80524		

OP \$240.00 4380356

<b>NAME OF SUBMITTER:</b>	Brian Wolf
<b>SIGNATURE:</b>	/Brian Wolf/
<b>DATE SIGNED:</b>	10/26/2017
<b>Total Attachments: 5</b> source=Intangible Property Assignment Agreement.docx#page1.tif source=Intangible Property Assignment Agreement.docx#page2.tif source=Intangible Property Assignment Agreement.docx#page3.tif source=Intangible Property Assignment Agreement.docx#page4.tif source=Intangible Property Assignment Agreement.docx#page5.tif	

## INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of October 23, 2017, is made by Magnolia Brewing Company, LLC, a California limited liability company ("**Seller**"), in favor of Ripple By The Bay LLC, a Colorado limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 17, 2017 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, Intangible Property (as that term is defined in the Purchase Agreement) of Seller, and has agreed to execute and deliver this Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Intangible Property and any other intangible Purchased Assets (as such term is defined in the Purchase Agreement). Without limitation, Intangible Property includes the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Domain Names**");

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

(d) 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

(e) 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 or any other Intangible Property to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to Intangible Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment 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 Assignment 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 Assignment.

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

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the state of California without regard to the rules of conflict of laws of the state of California or any other jurisdiction and, to the extent applicable, the Bankruptcy Code (as defined in the Purchase Agreement).

[SIGNATURE PAGE FOLLOWS]

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

MAGNOLIA BREWING COMPANY, LLC  
Chapter 11 Debtor and Debtor-In-Possession

By: Dark Star, Inc.  
Title: Managing Member

DocuSigned by:  
By: Dave McLean  
Name: Dave McLean  
Title: President

AGREED TO AND ACCEPTED:

RIPPLE BY THE BAY LLC

DocuSigned by:  
By: Joe Davis  
Name: Joseph Davis  
Title: COO

**SCHEDULE 1****ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Bonnie Lee's Best Bitter	U.S.	4,380,356	8/6/2013
Kalifornia Kölsch	U.S.	4,380,357	8/6/2013
Proving Ground IPA	U.S.	4,376,575	7/30/2013
Blue Bell Bitter	U.S.	4,376,576	7/30/2013
Tweezer Tripel	U.S.	4,738,294	5/19/2015
Promised Land Imperial IPA	U.S.	5,082,681	11/15/2016
Prescription Pale	U.S.	4,720,153	4/14/2015
High Time Harvest Ale	U.S.	4,738,283	5/19/2015
Magnolia	CA	115086	2/22/2013
Magnolia	U.S.	4,535,671	5/27/2014

## **SCHEDULE 2**

### **ASSIGNED DOMAIN NAMES**

- magnoliapub.com
- magnoliabrewing.com
- magnoliasmokestack.com