

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speakeasy Ales & Lagers, Inc.		05/02/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hunters Point Brewery, LLC		
Doing Business As:	Speakeasy Ales & Lagers		
Street Address:	1195 Evans Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94124		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86804640	PAYBACK	
Registration Number:	4814736	POP GUN	
Registration Number:	4792076	BABY DADDY	
Registration Number:	4549285	METROPOLIS	
Registration Number:	4295814	TALLULAH	
Registration Number:	4308302	SCARLETT	
Registration Number:	3975947	DOUBLE DADDY	
Registration Number:	3798253	PROHIBITION	
Registration Number:	3679400	UNTOUCHABLE	
Registration Number:	3679397	BIG DADDY	
Registration Number:	3916652		
CORRESPONDENCE DATA			
Fax Number:	5108341928		
<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:	510-834-6600		
Email:	tmdocket@wendel.com		
Correspondent Name:	Eugene M. Pak		
Address Line 1:	1111 Broadway, 24th Floor		

CH \$290.00 86804640

TRADEMARK

Address Line 4: Oakland, CALIFORNIA 94607

NAME OF SUBMITTER: Eugene M. Pak

SIGNATURE: /Eugene M. Pak/

DATE SIGNED: 12/07/2017

Total Attachments: 6

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EXHIBIT 9.1 (c)

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is entered into as of May 2, 2017, by and between Speakeasy Ales & Lagers, Inc., a Delaware corporation ("*Assignor*") and Hunters Point Brewery, LLC a California limited liability company ("*Assignee*"), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement dated April 19, 2017 by and between Assignor and Assignee (the "*Asset Purchase Agreement*").

RECITALS

WHEREAS, Assignor is the owner of certain trademarks associated with its business and described herein; and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignee, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to all of its trademarks, service marks, and trade dress (individually and collectively, the "*Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including without limitation:

a. the applications and registrations for certain of the Trademarks as set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

b. all intellectual property, proprietary, or other rights of any kind whatsoever of Assignor in or to the Trademarks accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. 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

d. 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 United States Patent and Trademark Office, the California Secretary of State, and any corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 Trademarks to Assignee, or any assignee or successor thereto. Assignor further hereby irrevocably designates and appoints Assignee as its agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such documents and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Assignor.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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.

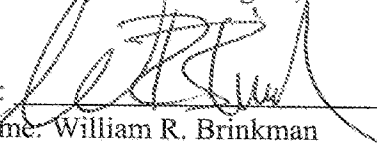
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

Speakeasy Ales & Lagers, Inc.

By:  _____

Name: William R. Brinkman

Its: Solely in his capacity as the
duly-appointed equity receiver of
Speakeasy Ales & Lagers, Inc.

ASSIGNEE:

Hunters Point Brewery, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006226 FRAME: 0415

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

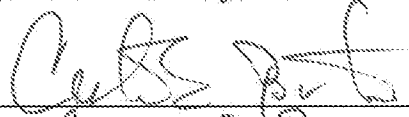
ASSIGNOR:

Speakeasy Ales & Lagers, Inc.

By: _____
Name: William R. Brinkman
Its: Solely in his capacity as the
duly-appointed equity receiver of
Speakeasy Ales & Lagers, Inc.

ASSIGNEE:

Hunters Point Brewery, LLC

By: 
Name: LESTER E. BATTEN
Title: OWNER/MANAGER

Schedule 1

Trademarks

Federal Trademark Applications and Registrations

Name/SN/RN

Prohibition

Serial No. 77/676,286

Reg. No. 3,798,253

Untouchable

Serial No. 77/676,269

Reg. No. 3,679,400

Big Daddy

Serial No. 77/676,246

Reg. No. 3,679,397

Logo- Two Eyes

Serial No. 85/055,910

Reg. No. 3,916,652

Double Daddy

Serial No. 85/076,425

Reg. No. 3,975,947

Scarlett

Serial No. 85/672,916

Reg. No. 4,308,302

Tallulah

Serial No. 85/738,007

Reg. No. 4,295,814

Metropolis

Serial No. 86/042,708

Reg. No. 4,549,285

Baby Daddy

Serial No. 86/445,365

Reg. No. 4,792,076

Pop Gun

Serial No. 86/445,193

Reg. No. 4,814,736

Payback

Serial No. 86/804,640

Reg. No. N/A

13450792.3

California State Trademark Registrations

Name/SN/RN

Speakeasy Ales & Lagers (work mark)

Serial No. 79-424846

Reg. No. CA 120888

13480792.3