

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arborway Imports, Inc.		10/30/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Mass. Bay Brewing Company, Inc.		
Street Address:	306 Northern Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4198168	CLOWN SHOES	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Peter B. Kunin		
Address Line 1:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
NAME OF SUBMITTER:	Peter B. Kunin		
SIGNATURE:	/Peter B. Kunin/		
DATE SIGNED:	10/30/2017		
Total Attachments: 3			
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OP \$40.00 4198168

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of October 30, 2017 (the "Effective Date"), is entered into by and between Arborway Imports, Inc., a corporation duly incorporated and existing under the laws of the Commonwealth of Massachusetts with a principal office address of 141 Middlesex Turnpike, Burlington, MA 01803 (the "Assignor"), and Mass. Bay Brewing Company, Inc., a corporation duly incorporated and existing under the laws of the Commonwealth of Massachusetts with a principal office address of 306 Northern Ave., Boston, MA 02210 (the "Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee its entire right, title and interest in and to the trademark set forth on Schedule 1 attached hereto (collectively, the "Assigned Trademark").

NOW, THEREFORE, in consideration for the mutual promises and covenants set forth in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Trademark with the goodwill of Assignor's business connected with the use of and symbolized by the Assigned Trademark.

2. Purchase Agreement. This Trademark Assignment is being delivered pursuant to, and is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Trademark Assignment, the Purchase Agreement shall control. Nothing contained in this Trademark Assignment shall be deemed to supersede or expand any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.

3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar un-editable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

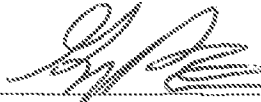
4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than those of the Commonwealth of Massachusetts.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR:


ARBORWAY IMPORTS, INC.

By: 
Name: Gregory Berman
Title: President

COMMONWEALTH OF MASSACHUSETTS
Suffolk COUNTY, SS.

On this 30th day of October, 2017, before me, the undersigned notary public, personally appeared Gregory Berman, as President and duly authorized agent for Arborway Imports, Inc., a corporation, proved to me through satisfactory evidence of identification, where were drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

Before me:


Notary Public

Schedule 1

Assigned Trademark

Mark	Registration No.	Class(es)	Registration Date	Expiration Date
CLOWN SHOES	4,198,168	32	August 28, 2012	August 28, 2018