

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arbor Brewing Company, LLC		01/15/2018	Limited Liability Company: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	ABC Brew Holdings, LLC
<b>Street Address:</b>	17029 Kercheval Avenue
<b>Internal Address:</b>	Suite 2
<b>City:</b>	Grosse Pointe
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48230
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN
<b>Name:</b>	Greff Brewing Services, LLC
<b>Street Address:</b>	1305 Grant Street
<b>City:</b>	Ypsilanti
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48197
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
<b>Registration Number:</b>	2075695	ARBOR BREWING COMPANY
<b>Registration Number:</b>	3535995	ARBOR BREWING C O M P A N Y SINCE 1995 B
<b>Registration Number:</b>	3398081	ARBOR BREWING COMPANY SINCE 1995 ESPRESS
<b>Registration Number:</b>	3487335	ARBOR BREWING COMPANY SINCE 1995 OLDE NU
<b>Registration Number:</b>	3494807	ARBOR BREWING COMPANY SINCE 1995 PHAT AB
<b>Registration Number:</b>	3494815	ARBOR BREWING COMPANY SINCE 1995 PHAT AB
<b>Registration Number:</b>	3385191	ARBOR BREWING C O M P A N Y SINCE 1995 S
<b>Registration Number:</b>	4563477	BOLLYWOOD BLONDE
<b>Registration Number:</b>	4271909	BUZZSAW AMERICAN PALE ALE
<b>Registration Number:</b>	4556011	FLAMBOYANT
<b>Registration Number:</b>	4555928	FRAMBOOZLED
<b>Registration Number:</b>	4323254	HOP TOWN BROWN ALE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4962201	MR. DELICIOUS
Registration Number:	4857528	VIOLIN MONSTER
Registration Number:	3948861	YPSI GYPSI
Serial Number:	87667451	GREENWEAVER
Serial Number:	87667455	TILTED EARTH
Serial Number:	87669303	
Serial Number:	87671472	ARBOR BREWING COMPANY
Serial Number:	87672844	ARBOR BREWING COMPANY

**CORRESPONDENCE DATA**

**Fax Number:** 5173813174  
*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:** 517-381-3208  
**Email:** mcole@fsbirlaw.com  
**Correspondent Name:** Michael J. Cole  
**Address Line 1:** 4151 Okemos Road  
**Address Line 4:** Okemos, MICHIGAN 48864

<b>NAME OF SUBMITTER:</b>	Michael J. Cole
<b>SIGNATURE:</b>	/MJC/
<b>DATE SIGNED:</b>	02/05/2018

**Total Attachments: 5**  
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source=IP Assignment (Arbor to ABC Brew and GBS)#page2.tif  
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source=IP Assignment (Arbor to ABC Brew and GBS)#page5.tif

## Intellectual Property Assignment Agreement

**1. Parties; Effective Date.** This Intellectual Property Assignment Agreement (“**Agreement**”) is by and among ARBOR BREWING COMPANY, L.L.C., a Michigan limited liability company, (the “**Assignor**”), ABC BREW HOLDINGS, LLC, a Michigan limited liability company (“**ABC Brew**”), and GREFF BREWING SERVICES, LLC, a Michigan limited liability company (“**Greff Brewing**”) (each of ABC Brew and Greff Brewing may be referred to herein as an “**Assignee**”). This Agreement is effective as of January 15, 2018 (“**Effective Date**”) and is being delivered pursuant to and in connection with that certain Membership Interest Purchase Agreement dated May 11, 2017 by and among GREFF BREWING, MATTHEW GREFF and ABC BREW, and as agreed to by Assignor (the “**Purchase Agreement**”).

**2. Assignment.** As of the date hereof, Assignor (a) is the owner of certain Intellectual Property (as defined herein) which includes but is not limited to the Intellectual Property identified on Schedule A (the “**Assigned IP**”) and (b) is owned fifty percent (50%) by ABC Brew and fifty percent (50%) by Greff Brewing. On or prior to the date hereof, Assignor declared a distribution to its members consisting of all of the Assigned IP (the “**Distribution**”). In connection with, and in order to consummate, the Distribution:

(a) Assignor hereby assigns, transfers and conveys to ABC Brew fifty percent (50%) of its right, title and interest in and to the Assigned IP, together with: (i) the right to sue or otherwise recover for any and all past, present and future infringements of such Assigned IP; (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to such Assigned IP; (iii) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, such Assigned IP, and (iv) any Improvements (as defined herein) to or of such Assigned IP; and

(b) Assignor hereby assigns, transfers and conveys to Greff Brewing, fifty percent (50%) of its right, title and interest in and to the Assigned IP, together with: (i) the right to sue or otherwise recover for any and all past, present and future infringements of such Assigned IP; (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to such Assigned IP; (iii) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, such Assigned IP, and (iv) any Improvements to or of such Assigned IP.

(c) For purposes hereof (i) the term “**Intellectual Property**” means Assignor’s intellectual property assets as described in Section 8.28 of the Purchase Agreement and all other proprietary legal rights, title, or interest arising under the laws of the United States, or any state, or any other country or international treaty or regime, whether or not filed, perfected, registered, registrable or recorded, and whether now or hereafter existing, filed, issued, or acquired, including all renewals thereof, and including without limitation any of the following: (a) patents, patent applications, and patent rights, including any such rights granted upon any provisional, divisional, continuation, continuation-in-part, reissue, or reexamination applications, industrial designs, industrial models, utility models, certificates of invention, and other indicia of invention or ownership both filed and in progress; (b) business names, trade names, brand names, domain names, common law trademarks, registered and unregistered trademarks, service marks, certification marks, collective marks, applications and any and all goodwill associated with the trademarks, service marks, certification marks and collective marks; (c) registered and unregistered copyrights and applications (such as, computer programs, documentation, manuals, drawings, or the like, if within the subject matter of copyright) both in published works and unpublished works; (d) trade secrets, confidential information, software, technical information, designs, recipes, technology, plans, drawings, specifications, bills of material, blue prints and other similar data, including but not limited to know-how, ideas, concepts, methods, processes, techniques, inventions (whether patentable or unpatentable), whether or not developed or reduced to practice; (e) industrial property rights, if applicable; and (f) all other intellectual property rights throughout the world, including any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property anywhere in the world; and (ii) the term “**Improvement**” means any alteration, modification or

enhancement to the Intellectual Property which changes or improves any attribute of, or related to, or is an embodiment or derivate work of, the Intellectual Property, or any element thereof.

**3. Representations.** Assignor represents that: (a) it owns all right, title and interest in and to the Assigned IP, free and clear of any pledge, lien, mortgage, claim, security interest, option, restriction on transfer, license, right of first refusal, or any other encumbrance whatsoever; (b) the Assigned IP is valid and enforceable and does not violate the rights of any third party; (c) it has no knowledge of any third party infringement of the Assigned IP; and (d) there are no outstanding communications from any governmental office requiring a response from Assignor.

**4. Cooperation.** Assignor shall execute and deliver such other instruments of transfer and take such other action as either Assignee or its counsel may reasonably request in order to complete any transaction relating to this Agreement, such as the recordation of the assignment with governmental agencies. Assignor agrees to provide reasonable assistance in the event either Assignee desires to enforce its rights in the Assigned IP. The foregoing cooperation shall be at such Assignee's cost (including Assignor's reasonable legal fees and expenses).

**5. General.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. It shall be governed by the laws of the State of Michigan. It is the entire understanding of the parties with respect to the stated subject matter and replaces any previous or contemporaneous written or oral communications, promises, or understandings. It may be amended only by a writing signed by the parties.

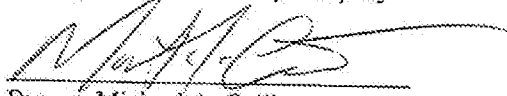
**{Signature page to follow}**

AGREED AND ACCEPTED:

Assignor

ARBOR BREWING COMPANY, L.L.C.,  
a Michigan limited liability company

By: Streetcar Management, LLC, a  
Michigan limited liability company



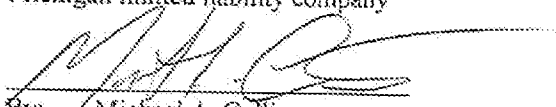
By: Michael A. Collins  
Its: Manager

Its: Manager

Assignees

ABC BREW HOLDINGS, LLC, a Michigan  
limited liability company

By: Streetcar Management, LLC, a  
Michigan limited liability company



By: Michael A. Collins  
Its: Manager

Its: Manager

GREFF BREWING SERVICES, L.L.C.,  
a Michigan limited liability company

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By: Matthew Greff  
Its: Member

{Signature Page IP Assignment Arbor to ABC Brew and Greff Brew}

AGREED AND ACCEPTED:

Assignor

ARBOR BREWING COMPANY, L.L.C.,  
a Michigan limited liability company

By: Streetcar Management, L.L.C., a  
Michigan limited liability company

By: Michael A. Collins  
Its: Manager

Its: Manager

Assignees

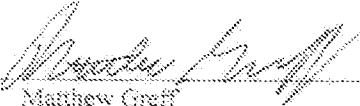
ABC BREW HOLDINGS, L.L.C., a Michigan  
limited liability company

By: Streetcar Management, L.L.C., a  
Michigan limited liability company

By: Michael A. Collins  
Its: Manager

Its: Manager

GREFF BREWING SERVICES, L.L.C.,  
a Michigan limited liability company

By:   
Its: Member

(Signature Page 17 Assignment Arbor to ABC Brew and Greff Brew)

**SCHEDULE A**

**Assigned IP**

All of the Assignor's intellectual property.