

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABC Brew Holdings, LLC		01/16/2018	Limited Liability Company: MICHIGAN
Greff Brewing Services, LLC		01/16/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	ABC IP, LLC		
Street Address:	17029 Kercheval Avenue		
Internal Address:	Suite 2		
City:	Grosse Pointe		
State/Country:	MICHIGAN		
Postal Code:	48230		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2075695	ARBOR BREWING COMPANY	
Registration Number:	3535995	ARBOR BREWING C O M P A N Y SINCE 1995 B	
Registration Number:	3398081	ARBOR BREWING COMPANY SINCE 1995 ESPRESS	
Registration Number:	3487335	ARBOR BREWING COMPANY SINCE 1995 OLDE NU	
Registration Number:	3494807	ARBOR BREWING COMPANY SINCE 1995 PHAT AB	
Registration Number:	3494815	ARBOR BREWING COMPANY SINCE 1995 PHAT AB	
Registration Number:	3385191	ARBOR BREWING C O M P A N Y SINCE 1995 S	
Registration Number:	4563477	BOLLYWOOD BLONDE	
Registration Number:	4271909	BUZZSAW AMERICAN PALE ALE	
Registration Number:	4556011	FLAMBOYANT	
Registration Number:	4555928	FRAMBOOZLED	
Registration Number:	4323254	HOP TOWN BROWN ALE	
Registration Number:	4962201	MR. DELICIOUS	
Registration Number:	4857528	VIOLIN MONSTER	
Registration Number:	3948861	YPSI GYPSI	
Serial Number:	87667451	GREENWEAVER	

OP \$515.00 2075695

Property Type	Number	Word Mark
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

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

Total Attachments: 10

source=IP Assignment (ABC Brew & GBS to ABC IP)#page1.tif
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Intellectual Property Assignment Agreement

1. Parties; Effective Date. This Intellectual Property Assignment Agreement (“**Agreement**”) is by and between ABC BREW HOLDINGS, LLC, a Michigan limited liability company (“**Assignor**”), and ABC IP, LLC, a Michigan limited liability company (“**Assignee**”). This Agreement is effective as of January 16, 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 SERVICES, L.L.C, MATTHEW GREFF and Assignor, and as agreed to by Arbor Brewing Company, L.L.C. (the “Purchase Agreement”).

2. Assignment. As of the date hereof, Assignor is the owner of certain Intellectual Property (as defined herein) which includes but is not limited to the Intellectual Property identified on Schedule A (collectively, the “**Assigned IP**”). Assignor hereby contributes to Assignee all of its right, title and interest in and to the Assigned IP (the “**Contribution**”) as Assignor’s initial capital contribution to Assignee. In connection with, and in order to consummate the Contribution, Assignor hereby assigns, transfers, contributes and conveys to Assignee all 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 to Assignee.

For purposes hereof (i) the term “**Intellectual Property**” means all intellectual property and rights 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 derivative 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 with respect to the Assigned IP.

4. Cooperation. Assignor shall execute and deliver such other instruments of transfer and take such other action as 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.

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

ABC BREW HOLDINGS, LLC, a Michigan
limited liability company

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



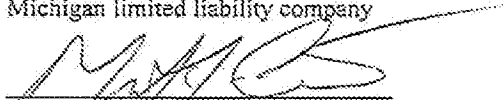
By: Michael A. Collins
Its: Manager

Its: Manager

Assignee

ABC IP, LLC,
a Michigan limited liability company

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



By: Michael A. Collins
Its: Manager

Its: Co-Manager

and

By: Matthew Greff
Its: Co-Manager

(Signature Page IP Assignment ABC Brew to ABC IP)

AGREED AND ACCEPTED:

Assignor

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

Assignee

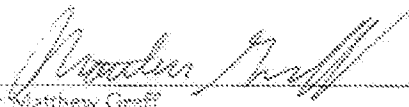
ABC IP, LLC,
a Michigan limited liability company

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

By: Michael A. Collins
Its: Manager

Its: Co-Manager

and


By: Matthew Graff
Its: Co-Manager

(Signature Page 87 Assignor: ABC Brewco ABC IP)

SCHEDULE A

Assigned IP

All of the Intellectual Property distributed to Assignor by Arbor Brewing Company L.L.C. on or prior to the consummation of the transactions contemplated by this Agreement and which may include the following registered trademarks:

MARK TITLE	REGISTRATION NUMBER	REGISTRATION DATE
ARBOR BREWING COMPANY	2,075,695	7/1/1997
ARBOR BREWING COMPANY SINCE 1995 BLISS HEFEWEIZEN BAVARIAN-STYLE WHEAT BEER	3,535,995	11/25/2008
ARBOR BREWING COMPANY SINCE 1995 ESPRESSO LOVE BREAKFAST STOUT	3,398,081	3/18/2008
ARBOR BREWING COMPANY SINCE 1995 OLDE NUMBER 22 ALT BIER DARK ALE	3,487,335	8/19/2008
ARBOR BREWING COMPANY SINCE 1995 PHAT ABBOT DUBBEL	3,494,807	9/2/2008
ARBOR BREWING COMPANY SINCE 1995 PHAT ABBOT TRIPEL	3,494,815	9/2/2008
ARBOR BREWING COMPANY SINCE 1995 SACRED COW I.P.A INDIA PALE ALE	3,385,191	2/19/2008
BOLLYWOOD BLONDE	4,563,477	7/8/2014
BUZZSAW AMERICAN PALE ALE	4,271,909	1/8/2013
DARK CORNER ALE	3,398,192	3/18/2008
FLAMBOYANT	4,556,011	6/24/2014
FRAMBOOZLED	4,555,928	6/24/2014
HOP TOWN BROWN ALE	4,323,254	4/23/2013
MR. DELICIOUS	4,962,201	5/24/2016
VIOLIN MONSTER	4,857,528	11/24/2015
YPSI GYPSI	3,948,861	4/19/2011

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2. Assignment. As of the date hereof, Assignor is the owner of certain Intellectual Property (as defined herein) which is identified on Schedule A (collectively, the “**Assigned IP**”). Assignor hereby contributes to Assignee all of its right, title and interest in and to the Assigned IP (the “**Contribution**”) as Assignor’s initial capital contribution to Assignee. In connection with, and in order to consummate the Contribution, Assignor hereby assigns, transfers, contributes and conveys to Assignee all 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 to Assignee.

For purposes hereof (i) the term “**Intellectual Property**” means all intellectual property and rights 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 derivative work of, the Intellectual Property, or any element thereof.

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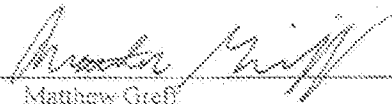
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{Signature page to follow}

AGREED AND ACCEPTED:

Assignor

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


By: Matthew Greff
Its: Member

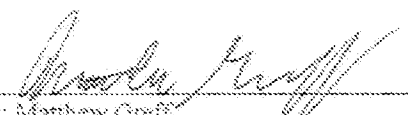
Assignee

ABC IP, 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: Co-Manager

and


By: Matthew Greff
Its: Co-Manager

{Signature page IP Assignment Greff Brewing to ABC IP}

AGREED AND ACCEPTED:

Assignor

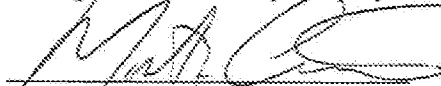
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{Signature page IP Assignment Greff Brewing to ABC IP}

SCHEDULE A

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