# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM463335

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900439724	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Post Brewing Company, LLC		12/01/2017	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	Goodbird Holding Company, LLC	
Street Address:	5440 Conestoga Court	
City:	Boulder	
State/Country:	COLORADO	
Postal Code:	80301	
Entity Type:	Limited Liability Company: COLORADO	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	5338043	THE POST	

## **CORRESPONDENCE DATA**

**Fax Number:** 3034021601

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:** 303-402-1600

**Email:** trademarkdepartment@bhgrlaw.com

Correspondent Name: Patrick K. Perrin Address Line 1: 1712 Pearl Street

Address Line 4: Boulder, COLORADO 80302

NAME OF SUBMITTER:	Patrick K. Perrin
SIGNATURE:	/Patrick K. Perrin/
DATE SIGNED:	02/26/2018

## **Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") dated effective October \_\_\_\_, 2017, is between The Post Brewing Company, LLC, a Colorado limited liability company with an address of 5440 Conestoga Court, Boulder, CO 80301 ("Assignor") and Goodbird Holding Company, LLC, a Colorado limited liability company also having an address of 5440 Conestoga Court, Boulder, CO 80301 ("Assignee").

WHEREAS, Assignor is the owner of the 21 trademarks referenced in the attached Exhibit "A" (collectively, the "Marks"); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee all right, title and interest, including goodwill, in and to the Marks;

**NOW, THEREFORE**, in consideration of payment of \$1.00 by Assignee to Assignor at the time this Agreement is fully executed, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks worldwide, together with the goodwill of the business symbolized by the Marks, including any and all federal and state trademark registrations and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.
- 2. Assignor shall make no further use of the Marks, nor shall Assignor challenge Assignee's use of the Marks either before or after the date of this Agreement. Assignor shall refrain from adoption or use of any trademarks or service mark confusingly similar to the Marks.
- 3. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Marks and any and all federal and state registrations thereof or applications therefor, and to assist Assignee in exercising all rights with respect thereto.
- 4. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

ASSIGNOR:	ASSIGNEE:		
THE POST BREWING COMPANY, LLC	GOODBIRD HOLDING COMPANY, LLC		
By:	By:		
Name: DAVE QUERY	Name: DAVE QUERY		
Tille: MANAGUALC MEMBER	Title: Admid Coll di Easar.		

EXHIBIT A - Table of trademarks currently owned by The Post Brewing Company, LLC to be assigned to Goodbird Holding Company, LLC

Mark	Reg No.	Ser. No.	Int'l Class
post chicken and beer	5180772	87149879	43
post brewing	4512206	85842878	32, 43
hot chicken loves cold beer	4765280	86135879	43
townie ale	5148997	86824936	32
bulky oxen	5086714	87022025	32
right side	5082284	87021914	32
best buddy	5082285	87022001	32
efite	5078056	87021990	32
east county brown	5078053	87021936	32
meathooks	5078059	87022029	32
wet panda	5078057	87021995	32
luyu	5078058	87022022	32
friendly neighbor	5078055	87021971	32
lovey dovey	5078054	87021954	32
top rope	5059616	87015016	32
howdy beer	5030197	86757032	32
big rosie	4946271	86772685	32
When you say, "HOWDY". I say, beer.	4945914	86757053	32
rooster cruiser	4946322	86809770	32
large marge	4946270	86772676	32
ol' zippy premium american ale	4964027	86768903	32

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**RECORDED: 02/16/2018**