

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpine Beer Company, Inc.		03/21/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WC IPA LLC		
Street Address:	6550 Mira Mesa Blvd.		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5348756	ALPINE ALE	
Registration Number:	5018050	THE HOME OF PURE HOPPINESS	
Registration Number:	4560243	RED CARD	
Registration Number:	4560242	KEENE IDEA	
Registration Number:	4551847	BRISCOE	
Registration Number:	4559784	WILLY	
Registration Number:	4559783	CAPTAIN STOUT	
Registration Number:	4551677	MCILHENNEY'S IRISH RED	
Registration Number:	4689639	CHEZ MONUS	
Registration Number:	4357866	HOPPY BIRTHDAY	
Serial Number:	85765945	BAD BOY	
Registration Number:	4353956	NED	
Registration Number:	4371297	MANDARIN NECTAR	
Registration Number:	4353955	CHEZ MONIEUX	
Registration Number:	4375177	GREAT	
Registration Number:	4353954	TOKEN	
Registration Number:	4353953	ODIN'S RAVEN	
Registration Number:	4353952	NELSON	
Registration Number:	4353951	DUET	

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Property Type	Number	Word Mark
Registration Number:	4464737	ALPINE BEER COMPANY
Registration Number:	3904198	EXPONENTIAL HOPPINESS
Registration Number:	3904197	PURE HOPPINESS
Registration Number:	3992934	CAPTAIN STOUT

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	15616.8
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	04/03/2018

Total Attachments: 8

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EXECUTION VERSION

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), dated March 30, 2018, is by and between Alpine Beer Company, Inc., a California corporation ("Assignor"), and WC IPA LLC ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 21, 2018 (the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement), Comerica Bank is selling, transferring, assigning, conveying and delivering to Assignee all of Assignor's right, title and interest in and to the Assets (as defined in the Purchase Agreement) of GFBC, Inc. a California corporation;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest certain intellectual property (the "Purchased IP");

WHEREAS, the Purchased IP includes the trademarks and trademark applications and registrations identified on the attached Schedule A (together with any and all copyright rights therein, the "Marks"), the domain name registrations and social media pages identified on the attached Schedule B (the "Domain Names") and the copyright applications and registrations identified on the attached Schedule C; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Purchased IP, including the Marks and all rights therein, including the goodwill of the business associated therewith, all common law rights therein and all worldwide trademark and service mark registrations and applications therefore, including the registrations and applications identified on Schedule A, the Domain Names identified on Schedule B and the Copyrights identified on Schedule C.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, without recourse, representation or warranty of any kind, all of Assignor's worldwide right, title and interest in and to the Purchased IP, including without limitation: (a) the Marks, all common-law rights therein, and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; (c) the Copyrights identified on Schedule C; (d) all other trademarks, service marks, trade names, domain names, works of authorship, copyrights, trade secrets and all other intellectual property rights included in the Purchased IP, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee, without recourse, representation or warranty of any kind, all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names, Copyrights and other Purchased IP, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names, Copyrights and other Purchased IP and (ii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Purchased IP.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ALPINE BEER COMPANY, INC.

By: 

Name: Michael E. Hinkley

Title: Chief Executive Officer

Acknowledged and Agreed:

ASSIGNEE:

WC IPA LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ALPINE BEER COMPANY, INC.

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

ASSIGNEE:

WC IPA LLC

By: Richard G Lobo

Name: Richard Lobo

Title: President

SCHEDULE A

Marks

Registered Marks and Applications:

Appln Ser. No.	Reg. No.	Date of Application/Registration	Mark	Owner of Record
87195186	5348756	10/6/2016 12/5/2017	ALPINE ALE	Alpine Beer Company, Inc.
86902130	5018050	2/9/2016 8/9/2016	THE HOME OF PURE HOPPINESS	Alpine Beer Company, Inc.
86124401	4560243	11/20/2013 7/1/2014	RED CARD	Alpine Beer Company, Inc.
86124382	4560242	11/20/2013 7/1/2014	KEENE IDEA	Alpine Beer Company, Inc.
86116360	4551847	11/12/2013 6/17/2014	BRISCOE	Alpine Beer Company, Inc.
86112339	4559784	11/6/2013 7/1/2014	WILLY	Alpine Beer Company, Inc.
86112336	4559783	11/6/2013 7/1/2014	CAPTAIN STOUT	Alpine Beer Company, Inc.
86112331	4551677	11/6/2013 6/17/2014	MCILHENNEY'S IRISH RED	Alpine Beer Company, Inc.
86108549	4689639	11/1/2013 2/17/2015	CHEZ MONUS	Alpine Beer Company, Inc.
85766231	4357866	10/29/2012 6/25/2013	HOPPY BIRTHDAY	Alpine Beer Company, Inc.
85765945	-	10/29/2012	BAD BOY	Alpine Beer Company, Inc.
85765762	4353956	10/29/2012 6/18/2013	NED	Alpine Beer Company, Inc.
85765757	4371297	10/29/2012 7/23/2013	MANDARIN NECTAR	Alpine Beer Company, Inc.
85765754	4353955	11/1/2013	CHEZ MONIEUX	Alpine Beer Company,

Appln Ser. No.	Reg. No.	Date of Application/Registration	Mark	Owner of Record
		2/17/2015		Inc.
85765746	4375177	10/29/2012 6/30/2013	GREAT	Alpine Beer Company, Inc.
85765743	4353954	10/29/2012 6/18/2013	TOKEN	Alpine Beer Company, Inc.
85765740	4353953	10/29/2012 6/18/2013	ODIN'S RAVEN	Alpine Beer Company, Inc.
85765735	4353952	10/29/2012 6/18/2013	NELSON	Alpine Beer Company, Inc.
85765733	4353951	10/29/2012 6/18/2013	DUET	Alpine Beer Company, Inc.
85765173	4464737	10/26/2012 1/14/2014	ALPINE BEER COMPANY	Alpine Beer Company, Inc.
85050952	3904198	5/29/2010 1/11/2011	EXPONENTIAL HOPPINESS	Alpine Beer Company, Inc.
85050948	3904197	5/29/2010 1/11/2011	PURE HOPPINESS	Alpine Beer Company, Inc.
85173999	3992934	11/10/2010 7/12/2011	CAPTAIN STOUT	Alpine Beer Company, Inc.

SCHEDULE B

Domain Names

Domain Name
alpinebrewing.com
alpinebeerco.com

SCHEDULE C

Copyrights

None.