

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AC Distributing, Inc.		03/05/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Automatic Bar Controls, Inc.		
Street Address:	2060 Cessna Drive		
Internal Address:	Suite 100		
City:	Vacaville		
State/Country:	CALIFORNIA		
Postal Code:	95688		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4958279	JOETAP COLD BREW COFFEE TAP SYSTEMS	
Registration Number:	5341499	JOETAP COLD BREW COFFEE TAP SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<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:	3123214200		
Email:	officeactions@brinksgilson.com		
Correspondent Name:	Susan H. Frohling		
Address Line 1:	P. O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Susan H. Frohling		
SIGNATURE:	/susan frohling/		
DATE SIGNED:	04/26/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is agreed to and entered into effective as of March 5, 2018 (“Effective Date”), by and between:

AC Distributing, Inc., a corporation organized and existing under the laws of the state of Maryland, U.S.A., having an address at 1993 Moreland Parkway, Suite 7, Annapolis, MD 21401 (“Assignor”); and

Automatic Bar Controls, Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having an address at 2060 Cessna Drive, Suite 100, Vacaville, CA 95688 (“Assignee”).

WHEREAS, Assignor represents and warrants that it owns all right, title and interest in and to the trademarks identified in **Exhibit A** to this Agreement, all common law rights in those marks and the associated goodwill of the business associated with the marks (hereinafter collectively the “Trademarks”); and

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement dated as of March 5, 2018 (“Purchase Agreement”) pursuant to which Assignor agrees to assign to Assignee all of its rights, title and interest in and to the Trademarks, including all trademark and other rights in the Trademarks and all associated goodwill.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants, representations and warranties hereinafter contained and contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **ASSIGNMENT:** Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee in perpetuity, all right, title, and interest, throughout the world, to the Trademarks, including but not limited to: (a) all trademarks in the Trademarks and all goodwill of the business associated with the Trademarks and any registrations and applications relating thereto and any renewals and extensions thereof; (b) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks; (d) all causes of action, either in law or in equity for past, present, or future infringement based on the Trademarks; and (e) all rights corresponding to the foregoing throughout the world.
2. **ASSIGNOR’S REPRESENTATIONS:** Assignor represents and warrants that: (a) it is the sole owner of the Trademarks; (b) it solely owns all rights, title and interest in and to the Trademarks; (c) it has the power to enter into this Agreement; (d) it has not previously assigned, encumbered, transferred or pledged its rights, title and interest in and to the Trademarks to any other person or entity; and (e) the rights transferred in this Agreement are free of lien, encumbrance or adverse claim.
3. **CONTINUING OBLIGATIONS:** Assignor agrees to execute all papers and to

perform such other proper acts as Assignee may deem necessary to secure or perfect for Assignee or its designee the rights herein assigned.

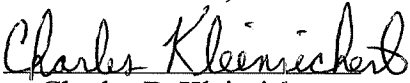
4. **INDEMNIFICATION:** Assignor agrees to indemnify the Assignee in respect of claims made against Assignee by third parties for trademark infringement or unfair competition related to publication or use of the Trademarks.
5. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind Assignor and Assignee and their respective heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Agreement and any dispute arising in connection therewith shall be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.
7. **COUNTERPARTS:** This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

This Agreement is and shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the Effective Date.

ASSIGNOR:

AC DISTRIBUTING, INC.

By: 
Name: Charles B. Kleinrichert
Title: President

ASSIGNEE:

AUTOMATIC BAR CONTROLS, INC.

By: _____
Name: Timothy J. FitzGerald
Title: Vice President, Chief Financial
Officer and Secretary

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the Effective Date.

ASSIGNOR:

AC DISTRIBUTING, INC.

By: _____
Name: Charles B. Kleinrichert
Title: President

ASSIGNEE:

AUTOMATIC BAR CONTROLS, INC.

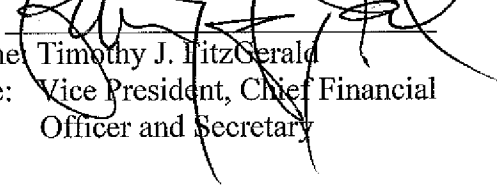








By: 
Name: Timothy J. FitzGerald
Title: Vice President, Chief Financial Officer and Secretary

Exhibit A

Mark/Design	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class(es)	Goods	Status
	U.S.	86/517,983	1/29/15	4,958,279	5/17/16	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee and also include a beverage dispenser and a reservoir or tapping apparatus	Registered
	International	A0057711	3/29/16	1,297,370	3/29/16	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee	Registered
	Japan	A0057711	3/29/16	1,297,370	3/29/16	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee	Registered
	China	A0057711	3/29/16	1,297,370	3/26/16	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed	Registered

							coffee	
	E.U.	15219736	3/14/16	15219736	7/20/16	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee	Registered
	Canada	1772449	3/15/16			7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee	Allowed
	Korea	40-2016-24219	4/1/16	40-1238826	3/10/17	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee	Registered
	U.S.	86/941,045	3/15/16	5,341,499	11/21/17	7	Coffee nitrogenations systems, namely, nitrogen injection machines for producing nitrogenated cold-brewed coffee	Registered