OP \$40.00 87369413

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM469175

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Belgium Brewing Company, Inc.		02/20/2018	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	New Terrain Brewing Company, Ltd.	
Street Address:	16401 Table Mountain Pkwy	
City:	Golden	
State/Country:	COLORADO	
Postal Code:	80403	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87369413	THE SUN TRIP

CORRESPONDENCE DATA

Fax Number:

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: 303.228.2508

Email: achambers@lewisbess.com

Correspondent Name: Austin T. Chambers

Address Line 1: 1801 California St. Ste. 3400
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Austin Chambers
SIGNATURE:	/Austin Chambers/
DATE SIGNED:	04/10/2018

Total Attachments: 3

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> TRADEMARK REEL: 006345 FRAME: 0960

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 20, 2018, is made by New Belgium Brewing Company, Inc. ("Seller"), a Colorado corporation, located at 500 Linden Street, Fort Collins, CO 80524, in favor of New Terrain Brewing Company, Ltd. ("Buyer"), a Colorado limited liability company, located at 16401 Table Mountain Pkwy, Golden, CO 80403, the purchaser of certain assets of Seller pursuant to the Settlement Agreement and Release between Buyer and Seller dated as of even date herewith (the "Agreement").

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:
 - (a) the trademark application for THE SUN TRIP, U.S. Trademark Mark Application Serial No. 87369413, and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark; and
 - (b) any and all claims and causes of action with respect to the foregoing, whether accruing before, on, or after the date hereof.
- 2. <u>Recordation</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer.
- 3. Terms of the Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The disclaimer of warranties contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado.

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TRADEMARK REEL: 006345 FRAME: 0961 without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

NEW BELGIUM BREWING COMPANY,

INC.

*** Visible Visib

Title: CO

NEW TERRAIN BREWING COMPANY, LTD.

Name: Joshua Robbins

Tide: President

RECORDED: 04/10/2018