

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFBC, Inc.		03/30/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2321 Rosecrans Road		
Internal Address:	MC 4605		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4244323	WEST COAST IPA	
Registration Number:	4457250	HOP HEAD RED	
Registration Number:	4087930	PALATE WRECKER	
Registration Number:	4107049	30TH STREET	
Registration Number:	4107052	FIZZY YELLOW BEER	
Registration Number:	4129868	RAYON VERT	
Registration Number:	4265259	FRIENDSHIP BREW	
Registration Number:	4766676	GREEN FLASH	
Registration Number:	4088028		
Registration Number:	4207459	SAISON DIEGO	
Registration Number:	4207966	PARK WEST PORTER	
Registration Number:	4208011	EAST VILLAGE PILSNER	
Registration Number:	4150256	TASTE IT ONCE, REMEMBER IT FOREVER.	
Registration Number:	4632881	CANDELA	
Registration Number:	4615814	LE FREAK	
Registration Number:	4993665	FLASH OF GENIUS	
Registration Number:	4786191	FLASH OF GENIUS	
Registration Number:	4606106	TASTE ENLIGHTENMENT	

CH \$965.00 4244323

Property Type	Number	Word Mark
Registration Number:	4573039	TASTE ENLIGHTENMENT
Registration Number:	4627043	HOP ODYSSEY
Registration Number:	4736470	EXPLORE OUR CRAFT
Registration Number:	5057034	GREEN FLASH BREWING CO.
Registration Number:	4796439	SOUL STYLE
Registration Number:	4856436	CELLAR 3
Registration Number:	4817618	JIBE
Registration Number:	5007799	CELLAR 3
Registration Number:	5030565	W N HOP ODYSSEY LIMITED RELEASE SERIES
Registration Number:	5007808	HAND SHAKE IPA
Registration Number:	5013015	PASSION FRUIT KICKER
Registration Number:	5172798	SEA TO SEA
Registration Number:	5172799	HARD COUNT IPA
Registration Number:	5164128	COSMIC RISTRETTO
Serial Number:	87105920	FEARLESS FIFTY
Registration Number:	5303027	WINDOWS UP
Registration Number:	5151325	WE PUT THE WEST COAST ON THE MAP
Serial Number:	87195817	GFB
Registration Number:	5280912	
Serial Number:	87437176	CRAFT MEETS CRUSHABILITY

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:	015616.8
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	04/12/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), dated March 30, 2018, is by and between GFBC, Inc., a California corporation ("Assignor"), and Comerica Bank, a Texas banking association ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement), Assignee is selling, transferring, assigning, conveying and delivering to WP IPA LLC, a Delaware limited liability company ("Buyer") all right, title and interest in and to the Assets (as defined in the Purchase Agreement), including certain intellectual property (the "Purchased IP");

WHEREAS, prior to the closing of the Purchase Agreement, Assignee exercised certain rights and remedies against Assignor through a Private Sale (as defined in the Purchase Agreement) and has directed Assignor to execute this Assignment to provide a clear chain of title for 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, 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, 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.

[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:

GFBC, INC.

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

ASSIGNEE:

COMERICA BANK

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:

GFBC, INC.

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

ASSIGNEE:

COMERICA BANK

By: 

Name: Natali Amir

Title: VP

SCHEDULE A

Marks

Registered Marks and Applications:

Appln Ser. No.	Reg. No.	Date of Application/Registration	Mark	Owner of Record
85347747	4244323	6/16/2011 11/20/2012	WEST COAST IPA	GFBC, Inc. d/b/a Green Flash Brewing Company
85347761	4457250	6/16/2011 12/31/2013	HOP HEAD RED	Green Flash Brewing Company
85347797	4087930	6/16/2011 1/17/2012	PALATE WRECKER	Green Flash Brewing Company
85347840	4107049	6/16/2011 2/28/2012	30TH STREET	Green Flash Brewing Company
85349703	4107052	6/17/2011 2/28/2012	FIZZY YELLOW BEER	Green Flash Brewing Company
85349709	4129868	6/17/2011 4/17/2012	RAYON VERT	Green Flash Brewing Company
85349723	4265259	6/17/2011 12/25/2012	FRIENDSHIP BREW	Green Flash Brewing Company
85360348	4766676	6/30/2011 7/7/2015	GREEN FLASH	GFBC, Inc. d/b/a Green Flash Brewing Company
85360388	4088028	6/30/2011 1/17/2012	(star/ray logo)	GFBC, Inc. d/b/a Green Flash Brewing Company
85380125	4207459	7/25/2011 9/11/2012	SAISON DIEGO	Green Flash Brewing Company
85432840	4207966	9/27/2011 9/11/2012	PARK WEST PORTER	Green Flash Brewing Company
85460167	4208011	10/31/2011 9/11/2012	EAST VILLAGE PILSNER	Green Flash Brewing Company
85466809	4150256	11/8/2011 5/29/2012	TASTE IT ONCE, REMEMBER IT	Green Flash Brewing Company

Appln Ser. No.	Reg. No.	Date of Application/Registration	Mark	Owner of Record
			FOREVER.	
85731888	4632881	9/18/2012 11/4/2014	CANDELA	Green Flash Brewing Company
85754104	4615814	10/15/2012 10/7/2014	LE FREAK	Green Flash Brewing Company
85755644	4993665	10/16/2012 7/5/2016	FLASH OF GENIUS	Green Flash Brewing Company
85756457	4786191	10/17/2012 8/4/2015	FLASH OF GENIUS	GFBC, Inc. d/b/a Green Flash Brewing Company
85756494	4606106	10/17/2012 9/16/2014	TASTE ENLIGHTENMENT	Green Flash Brewing Company
85756499	4573039	10/17/2012 7/22/2014	TASTE ENLIGHTENMENT	GFBC, Inc. d/b/a Green Flash Brewing Company
85854185	4627043	2/19/2013 10/28/2014	HOP ODYSSEY	GFBC, Inc. d/b/a Green Flash Brewing Company
86219538	4736470	3/12/2014 5/12/2015	EXPLORE OUR CRAFT	GFBC, Inc. d/b/a Green Flash Brewing Company
86219556	5057034	3/12/2014 10/11/2016	GREEN FLASH BREWING CO.	GFBC, Inc. d/b/a Green Flash Brewing Company
86297037	4796439	5/31/2014 8/18/2015	SOUL STYLE	GFBC, Inc. d/b/a Green Flash Brewing Company
86321652	4856436	6/26/2014 11/17/2015	CELLAR 3	GFBC, Inc. d/b/a Green Flash Brewing Company
86538982	4817618	2/18/2015 9/22/2015	JIBE	GFBC, Inc. d/b/a Green Flash Brewing Company
86849660	5007799	12/15/2015 7/26/2016	CELLAR 3	GFBC, Inc. d/b/a Green Flash Brewing Company
86849767	5030565	12/15/2015 8/30/2016	W N HOP ODYSSEY LIMITED RELEASE SERIES	GFBC, Inc. d/b/a Green Flash Brewing Company

CHI 69095695v2

Appln Ser. No.	Reg. No.	Date of Application/Registration	Mark	Owner of Record
86849824	5007808	12/15/2015 7/26/2016	HAND SHAKE IPA	GFBC, Inc. d/b/a Green Flash Brewing Company
86902002	5013015	2/9/2016 8/2/2016	PASSION FRUIT KICKER	GFBC, Inc. d/b/a Green Flash Brewing Company
86902078	5172798	2/9/2016 3/28/2017	SEA TO SEA	GFBC, Inc. d/b/a Green Flash Brewing Company
86902087	5172799	2/9/2016 3/17/2016	HARD COUNT IPA	GFBC, Inc. d/b/a Green Flash Brewing Company
86902147	5164128	2/9/2016 3/21/2017	COSMIC RISTRETTO	GFBC, Inc. d/b/a Green Flash Brewing Company
87105920	-	7/15/2016 -	FEARLESS FIFTY	GFBC, Inc. d/b/a Green Flash Brewing Company
87148322	5303027	8/23/2016 10/3/2017	WINDOWS UP	GFBC, Inc. d/b/a Green Flash Brewing Company
87178192	5151325	9/21/2016 12/13/2016	WE PUT THE WEST COAST ON THE MAP	GFBC, Inc. d/b/a Green Flash Brewing Company
87195817	-	10/6/2016	GFB	GFBC, Inc. d/b/a Green Flash Brewing Company
87332172	5280912	2/10/2017 9/5/2017	Logo	GFBC, Inc. d/b/a Green Flash Brewing Company
87437176	-	5/4/2017	CRAFT MEET CRUSHABILITY	GFBC, Inc. d/b/a Green Flash Brewing Company

SCHEDULE B

Domain Names

greenflashbrew.com

greenflashbeer.com

gfbcvpn.com

gfbctg.com

gfbcvb.com

drinkgfb.com

gfb.beer

gfbcinc.com

cellar3.com

SCHEDULE C

Copyrights

None.

CHI 69095695v2