

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Buck Brewery and Steakhouse, Inc.		10/05/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Brew45 LLC		
Street Address:	550 S. Wisconsin Avenue		
City:	Gaylord		
State/Country:	MICHIGAN		
Postal Code:	49735		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2133729	REDBIRD ALE	
Registration Number:	2094298	BIG BUCK BREWERY & STEAKHOUSE	
Registration Number:	2060803	ANTLER ALE	
Registration Number:	2060802	BLACK RIVER STOUT	
Registration Number:	2043258	BIG BUCK BEER	
Registration Number:	2182556	ALPENFEST	
Registration Number:	2253110	BUCK NAKED LIGHT BEER	
CORRESPONDENCE DATA			
Fax Number:	2486451568		
<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:	248-723-0343		
Email:	jg@h2law.com		
Correspondent Name:	Andrew M. Grove		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
NAME OF SUBMITTER:	Andrew M. Grove		
SIGNATURE:	/Andrew M. Grove/		
DATE SIGNED:	10/05/2018		

CH \$190.00 2133729

Total Attachments: 17

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SUPPLEMENTAL ASSIGNMENT

UNITED STATES REGISTERED TRADEMARKS

WHEREAS, Big Buck Brewery and Steakhouse, Inc., a company of the State of Michigan, having a place of business at 550 S. Wisconsin Avenue, Gaylord, MI 49735, (hereinafter referred to as "ASSIGNOR"), is the owner of several trademarks, together with the goodwill of the business symbolized by the marks, as hereinafter specified; and

WHEREAS, Brew45 LLC, a limited liability company of the State of Michigan, having a place of business at 550 S. Wisconsin Avenue, Gaylord, MI 49735, (hereinafter referred to as "ASSIGNEE"), desires to acquire the entire right, title and interest in and to the marks together with the goodwill of the business symbolized by the marks, and the United States Registrations for certain of the marks specified:

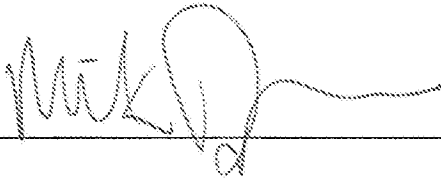
WITNESSETH:

NOW, THEREFORE, in consideration of good and valuable consideration in hand received by ASSIGNOR from ASSIGNEE, receipt of which is hereby acknowledged:

ASSIGNOR hereby assigns and sets over unto ASSIGNEE, its successors and assigns:

- (a) Its entire right, title and interest in and to the trademarks together with the goodwill of the business symbolized by the marks listed on the attached Exhibit A, Section 5.
- (b) Its entire right, title and interest in and to the United States Registrations listed on the attached Exhibit B and all renewals thereof.
- (c) All claims, demands, and rights of action that ASSIGNOR has or might have by reason of any infringements of the trademarks listed on the attached Exhibit A, Section 5 and Exhibit B prior to the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in ASSIGNEE's own name.

IN WITNESS WHEREOF, ASSIGNOR, expressly intending to be legally bound hereby, has caused this Assignment to be duly executed and its corporate seal affixed hereto this 5TH day of October, 2018.

By:  _____

Printed Name: Mike Deighan

Title: Receiver appointed by the Wayne County Circuit Court to sell all assets of Assignor (Exhibit C)

EXHIBIT A

PERSONAL PROPERTY

1. All equipment necessary for the operation of the Big Buck Brewery Restaurant.
2. All Recipes for beer, wine and spirits made and distributed by Receiver.
3. All equipment, including, without limitation, vats, required to brew beer, and make wine and spirits.
4. All furniture and fixtures.
5. Trademark for "Big Buck Brewery" and "Big Buck" and all additional trademarks related to the operation of the Big Buck Brewery Restaurant. Trademarks for the Big Buck relevant beers, including, but not limited to: Antler Ale, Beer, IPA, Black River Stout, Buck Naked light, Alpenfest, Redbird, Raspberry Wheat, Badmans Black Porter, Bass Ale, Belgian Ale, Bucktoberfest, Belgian White, Maibock, Blackberry Porter, Blueberry Pomegranate Stout, Cousin Yeti, Smoked Porter, Campfire, Cascade, Cervesa de Mayo, Cherry Porter, Chocolate Porter, Copper Penny, Scotch Ale, Double Brown Ale, Dunkelweizen, English Bitter, Farmhouse Ale, Fire in the Hole, German Alt, Grande Reserve, Gringo Modelo, Hefe - Weizen, Hellen Bock, Honey Porter, Honey Rye, Honey Wheat, Munich Helles, Old Ale, Pale Bock, Polar Bear Brown Ale, Snow Buzz'd, Tout Cherry Stout.
6. Computer domain name for Big Buck Brewery.
7. Off-site Storage Shed.

EXHIBIT B

Serial Number	Reg. Number	Word Mark
75054538	2133729	REDBIRD ALE
75054428	2094298	BIG BUCK BREWERY & STEAKHOUSE
75054474	2060803	ANTLER ALE
75054473	2060802	BLACK RIVER STOUT
75054429	2043258	BIG BUCK BEER
75378701	2182556	ALPENFEST
75430066	2253110	BUCK NAKED LIGHT BEER

EXHIBIT C

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

15-015202-CK
FILED IN MY OFFICE
WAYNE COUNTY CLERK
12/16/16]
CATHY M. GARRETT
/s/ Marciana Lawrence

WAYNE COUNTY EMPLOYEES'
RETIREMENT SYSTEM,

Case No. 15-015202-CK
Hon. Lita Masini Popke

Plaintiff,

vs.

BBAC, LLC, a Michigan Limited Liability
Company, and JOEL R. FLOWERS,

Defendants.

MICHAEL J. BARTON (P34509)
SCOTT K. LITES (P38815)
PATRICK C. LANNEN (P73031)
PLUNKETT COONEY
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DON W. BLEVINS (P64146)
BLEVINS, SANBORN, JEZDIMIR, ZACK PLC
Attorneys for Defendant
1842 Michigan Ave.
Detroit, MI 48226
(313) 338-9500
dblevins@bsjzlaw.com

ORDER GRANTING MOTION FOR APPOINTMENT OF A RECEIVER

At a session of said Court, held in the City of Detroit,
State of Michigan, on 12/16/16
Present: Hon. LITA M POPKE
Circuit Court Judge

This matter having come before the Court on motion (the "Motion") of Plaintiff, Wayne County Employees' Retirement System ("WCERS" or "Plaintiff"), and the Court having reviewed the papers files, and having heard oral argument, and being duly advised in the premises and finding entry of this Order appropriate under the circumstances,

NOW, THEREFORE, the Motion is granted and the Court further Orders as follows:

1. **Appointment of Receiver.** Mike Deighan of O'Keefe & Associates, Consulting, L.L.C., which has an address of 2 Lone Pine Road, Bloomfield Hills, Michigan 48340(the "Receiver"), is appointed as receiver over BBAC, LLC ("BBAC"), including but not limited to BBAC's 100% ownership interest in Big Buck Brewery and Steakhouse, Inc. ("Big Buck"), including but not limited to the Big Buck restaurant located on real property commonly known as 550 S. Wisconsin Ave., Gaylord, Michigan 49735 (including all improvements thereon and income derived therefrom), and over Aquamarine Springs, LLC, and Lakeview Springs, LLC, and all of their assets (collectively, the "Receivership Property").¹

2. **Shared Possession and Control of Receivership Property.** BBAC and Flowers are ordered to immediately grant the Reciver access to the Receivership Property.

¹ The full legal description of the land on which the Big Buck Brewery & Steakhouse, Inc. is set forth in **Exhibit A**. Aquamarine Springs, LLC, Lakeview Springs, LLC, and AQR 529, LLC and all of their assets are owned by Joel Flowers.

Flowers will continue to operate the Receivership Property, but may not, except with written authorization from the Receiver, withdraw or take into his personal possession any of the Receivership Property. The Receiver is ordered to review the financial status of the Receivership Property and the books and records of Big Buck, BBAC, and Aquamarine Springs, LLC, Lakeview Springs, LLC, and AQRE 529, LLC (collectively the "Receivership Entities"). Flowers shall ensure that, with the exception of AQRE, LLC, no money of any sort of or from the Receivership Entities or any of their assets or operations be spent, pending the January 26, 2017 continued hearing as noted below, except for expenditures required to pay regular and ordinary (1) governmental charges and taxes or (2) third-party trade creditors and critical vendors in which Joel R. Flowers has no personal interest of any kind or sort. The Restraining Order previously entered in this case, except as modified within this Order, remains in effect.

3. **Actions in Furtherance of Maintaining Value and Control.** The Receiver is authorized to take any reasonable actions which the Receiver shall deem necessary or appropriate to review the financial status of the Receivership Property and the books and records of the Receivership Entities, and to prevent waste and to otherwise safeguard the Receivership Property.

4. **Sharing of Receivership Property.** Joel Flowers and the Receivership Entities and their members, managers, employees and agents are directed to cooperate in providing information and details in and to the Receivership Property to the Receiver, to the extent that they are in their possession, custody and control.

5. **Powers and Duties of Receiver.** In addition to the foregoing, the Receiver shall be vested with and shall discharge the following authority, powers and duties:

- a. The review of all financial expenditures of the Receivership Entities;
- b. The review all deposits, security deposits, and other cash collateral relating to the Receivership Property.
- c. The prevention of the withdrawal or misapplication of funds, and the ability to stop any misappropriation of funds inconsistent with the terms of this Order.

6. **Employment of Third Parties.** The Receiver is authorized to engage a broker for sale of the Receivership Property, and must seek to obtain consent from Defendants' counsel, Mr. Don Blevins, as to the particular broker engaged, which consent shall not be unreasonably withheld.

7. **Further Instructions.** The Receiver shall have the right to apply to the Court for further instructions and authorization during the pendency of this action.

8. **Compensation of Receiver and Agents.** The Receiver shall be compensated at his rates, upon approval by the Court. The Receiver shall provide the Court with invoices to be issued and copies furnished to Plaintiff and all other parties, through their respective counsel, on a monthly basis. The Receiver's general office administration, accounting and overhead shall not be charged against the income generated by the Receivership Property. The Receiver shall provide the Court a copy of his expected fees in this case immediately, and shall set forth what rate he plans to charge for travel time. The compensation paid to Receiver and Receiver's professionals shall be paid from sources that the parties and the Court will discuss at the January 26, 2017 hearing noted below. WCERS has requested the source first be the income generated from the Receivership Property.

9. **Receiver's Reports.** The Receiver shall furnish to the Court and to all parties, through their respective counsel, monthly reports and statements accounting for all receipts and disbursements.

10. **Lawsuits Against Receiver.** No person or entity shall file suit against the Receiver, or take other action against the Receiver, without an order of the court permitting the suit or action.

11. **Receiver as Fiduciary.** The Receiver shall faithfully discharge all of the duties outlined in this Order.

12. **Commercial Reasonableness.** The Receiver's actions at all times shall be commercially reasonable.

13. **Acceptance of Appointment as Receiver.** The Receiver's duty is subject to the written acceptance and approval of the terms of this Order.

14. **Duration of Receivership.** This receivership shall continue until further order of the court.

15. **Removal of Receiver.** The Receiver may be removed in the Court's equitable discretion, upon a motion for cause. If the Receiver is removed, a successor receiver may be appointed by a stipulated order on behalf of the parties to this action. If the parties to this action are unable to agree on a successor receiver, the court shall appoint a successor receiver, after a motion is filed by any party to this action requesting the appointment of same.

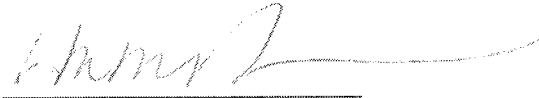
16. **Environmental Compliance.** The Court finds that Plaintiff, in seeking the appointment of the Receiver, is engaged in a "workout activity," as that term is defined in M.C.L. § 324.20101a(3), and its actions in seeking the appointment of a Receiver are intended to protect the value and marketability of the Receivership Property, which is its collateral for repayment of the indebtedness described herein. The Court further finds that

Plaintiff's actions in seeking the appointment of the Receiver, do not constitute participation in management, as that term is defined in 42 U.S.C. § 9601(a)(20).

17. **Utilities.** Any utility provider receiving notice of this Order is enjoined from ceasing to provide utility service to the Receivership Property.

The Receiver and the parties shall appear on **January 26, 2016 at 11 am** to provide an update to the Court regarding (a) what the review by the Receiver as ordered above revealed, (b) what action the Receiver recommends to be taken as a result, (c) the sale prospects for the Receivership Property, which such information the Receiver must confirm with the broker engaged, (d) the Receiver's recommendation and intentions regarding investigating the misappropriation of assets alleged by WCERS, and (e) what the continued role of the Receiver in this case shall be and terms of the Court's Order.

IT IS SO ORDERED.



Circuit Court Judge

Stipulated to form:

/s/ Patrick C. Lannen
MICHAEL J. BARTON (P34509)
SCOTT K. LITES (P38815)
PATRICK C. LANNEN (P73031)
PLUNKETT COONEY
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/s/ Don Blevins
DON W. BLEVINS (P64146)
BLEVINS, SANBORN, JEZDIMIR, ZACK PLC
Attorneys for Defendant
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dblevins@bsjzlaw.com

ACCEPTANCE OF RECEIVERSHIP

The duties of the Receiver, as set forth in the foregoing Order, are accepted and agreed to.

Receiver

Dated: December __, 2016

EXHIBIT A

Legal Description

Land in the City of Gaylord, County of Otsego, Michigan, described as:

A parcel of land on part of the Southwest 1/4 of Section 4, Town 30 North, Range 3 West described as commencing at the Southwest corner of said Section 4; thence South 85°09'56" East, 1319.45 feet along the South line of said Section 4; thence North 04°46'14" West 1312.68 feet along the West 1/8 line of said Section 4 to the Point of Beginning; thence North 85°06'05" West 480.00 feet along the South 1/8 line of said Section 4; thence South 04°46'29" East 400.02 feet; thence North 85°01'25" West 79.61 feet; thence along the Easterly line of Limited Access Highway 1-75, the following two (2) courses: 1) 772.83 feet along a curve to the left, said curve having a radius of 11459.16 feet, a central angle of 03°51'15", a long chord of 772.69 feet bearing North 15°39'25" West 2) North 17°35'21" West 25.36 feet; thence North 88°28'44" East 704.32 feet; thence South 04°46'14" East 437.69 feet to the Point of Beginning.

Tax Code #101-104-000-195-04
 #101-104-000-245-00

[Big Buck Brewery & Steakhouse, Inc. — Gaylord Property]

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

15-015202-CK
FILED IN MY OFFICE
WAYNE COUNTY CLERK
8/9/2017 3:44:10 PM
CATHY M. GARRETT
/s/ Marciana Lawrence

WAYNE COUNTY EMPLOYEES'
RETIREMENT SYSTEM,

Case No. 15-015202-CK
Hon. Lita Masini Popke

Plaintiff,

vs.

BBAC, LLC, a Michigan Limited Liability
Company, and JOEL R. FLOWERS,

Defendants.

MICHAEL J. BARTON (P34509)
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SECOND AMENDMENT TO RECEIVERSHIP ORDER

TRADEMARK
REEL: 006451 FRAME: 0016

At a session of said Court, held in the City of Detroit,
State of Michigan, on 8/9/2017
Present: Hon. LITA M POPKE
Circuit Court Judge

This matter having come before the Court on continued review of the Court's December 16, 2016 Order Granting Motion for Appointment of a Receiver (the "Initial Receivership Order"), and the Court's February 17, 2017 Amendment to Receivership Order (the "Amendment to Receivership Order", and collectively with the Initial Receivership Order, the "Receivership Order"), and the Court, having reviewed the papers filed, and having heard oral argument, and being duly advised in the premises and finding entry of this Order appropriate under the circumstances;

NOW, THEREFORE, IT IS ORDERED THAT the terms of the Receivership Order are, and hereby shall remain, intact and effective until further Order of this Court, and further that the terms of the Receivership Order are amended only as follows:

1. **Sale and Employment of Third Parties.** The Receiver is ordered to sell, and engage a broker to sell, all assets of BBAC, Big Buck, and Lakeview Springs, LLC, including but not limited to the Big Buck restaurant located on real property commonly known as 550 S. Wisconsin Ave., Gaylord, Michigan 49735 (including all improvements thereon and income derived therefrom) (collectively, the "Sale Property"). The Receiver may enter into respective purchase agreements for the purchase and sale of the Sale Property and may also close on the sale of any or all Sale Property, conditioned upon entry of an Order of this Court confirming such sale (a "Confirmation Order"). All net proceeds from such sales shall be distributed as follows: (a) 95% of the net sale proceeds shall be

distributed to WCERS, as may be set forth in any applicable Confirmation Order; and, (b) 5% of the net sale proceeds shall be held in escrow by the Receiver pending a determination by the Court if such proceeds should be distributed to BBAC or to WCERS in offset of WCERS' remaining claims.

2. **Operation and Compensation.** The Receiver may employ Joel Flowers to operate the Big Buck restaurant in Gaylord, Michigan, upon terms that are beneficial to the receivership estate and consistent with his duties within the Receivership Order. Flowers is not required to work at the Big Buck restaurant in Gaylord, Michigan without compensation.

3. **Scope of Authority as to AQRE 529, LLC.** While the term "Receivership Property" shall continue to include in AQRE 529, LLC and all of its assets ("AQRE"), the Receiver at this time may not sell AQRE or its assets, however, all parties may file motions as to the scope of relief he, she or it believes should be granted as to AQRE and its assets at any time. Joel Flowers is ordered to deliver within 21 days the closing documents for the purchase of the real property owned by AQRE in Ann Arbor, Michigan, inclusive of documents showing the source of funds for that purchase. The Court finds that at least \$68,000 of the purchase money for the purchase of the AQRE real property in Ann Arbor, Michigan came from collateral subject to the security interest of WCERS and which amount will be repaid to WCERS at some point in this proceeding.

4. **Cash and Aquamarine Springs, LLC.** All accounts of Aquamarine Springs, LLC are suspended and may not be accessed pending further Order of the Court. All cash in any way related to the Sale Property shall be turned over to the Receiver. That

amount of cash is believed, based on information provided by the Receiver, to be \$130,000.00. Joel Flowers shall ensure this turnover.

5. **Scheduling.** Case evaluation in this case as well as in the two companion cases, Case No. 16-007201-CK (WCERS v. Aquamarine Springs) and Case No. 16-003279-CK (Iridium v. WCERS) is adjourned until August 2017. The parties shall re-appear on July 19, 2017 at 10:30 a.m. to continue this matter. They shall bring clients with them who have final settlement authority.

IT IS SO ORDERED.



Circuit Court Judge

Stipulated to form:

/s/ Patrick C. Lannen
MICHAEL J. BARTON (P34509)
SCOTT K. LITES (P38815)
PATRICK C. LANNEN (P73031)
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/s/ Don Blevins
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