

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cisco Brewers, Inc.		10/10/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Craft Brew Alliance, Inc.		
Street Address:	929 North Russell Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97227		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4348691	GREY LADY ALE	
Registration Number:	4703790	PUMPLE DRUMKIN	
Registration Number:	4711963	SANKATY LIGHT LAGER	
Registration Number:	4715443	INDIE PALE ALE	
Registration Number:	4759113	CISCO BREWERS	
Registration Number:	4869059	WHALE'S TALE PALE ALE	
Registration Number:	4869060	WHALE'S TALE PALE ALE CISCO BREWERS NANT	
Registration Number:	4869254		
Registration Number:	4951269	SUMMER OF LAGER C	
Registration Number:	4951273	SUMMER OF LAGER	
Registration Number:	4976889	WINTER SHREDDER	
Registration Number:	4977109	NICE BEER IF YOU CAN GET IT	
Registration Number:	5174117	INDIE I.P.A.	
Registration Number:	5285802	GREY LADY	
Registration Number:	5371237	MADAQUET DOUBLE IPA	
Registration Number:	5487392	CAPTAIN SWAIN'S COFFEE STOUT	
Registration Number:	5515494	GRIPAH	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4348691

Fax Number: 5037785299

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: 503-778-5320

Email: almurray@dwt.com

Correspondent Name: J. Alfred Murray, Davis Wright Tremaine

Address Line 1: 1300 SW Fifth Avenue, Suite 2400

Address Line 4: Portland, OREGON 97201-5630

ATTORNEY DOCKET NUMBER:	0106744-000009
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NAME OF SUBMITTER:	J. Alfred Murray, Davis Wright Tremaine
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SIGNATURE:	/J. Alfred Murray/
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DATE SIGNED:	10/12/2018
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Total Attachments: 13

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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this “Assignment”), dated as of October 10, 2018, is made by Cisco Brewers, Inc., a Massachusetts corporation (“Assignor”), Charles Hudson, Wendy Hudson, Melissa Long, Dean Long, and Jason Harman (the “Related Parties”) and Craft Brew Alliance, Inc., a Washington corporation (“Assignee”).

WHEREAS, this Assignment is entered into pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”) for the purchase of certain assets used to conduct, or held for use in connection with, the Business (as defined in the Purchase Agreement) including the Brands, certain Intellectual Property and all goodwill associated with the Brands and Intellectual Property, dated as of October 10, 2018, by and among Assignee, the Related Parties and Assignor; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor and the Related Parties have agreed to assign, convey, transfer and deliver to Assignee all of Assignor and each Related Party’s right, title and interest in and to certain intellectual property rights.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises set forth therein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, the Related Parties, and Assignee hereby agree as follows:

1. Assignment of Proprietary Rights. In accordance with and subject to all of the terms and conditions of the Purchase Agreement, effective as of the date hereof, Assignor and the Related Parties hereby transfer and assign to Assignee, any and all right, title and interest that Assignor and the Related Parties have in and to (A) all of common law, applied for or registered rights in and to the CISCO Brewers mark, and the CISCO mark for use in connection with any beer (as defined in 27 CFR 25.11) and any malt beverages (as defined in 27 U.S.C. 211(a)(7)) (but excluding bourbon, whiskey, distilled products, wine and cider) (the “Malt Beverage Products”), the operation of breweries, brew pubs, farm breweries, bars and restaurants, and any merchandise relating to or used in connection with the sale of Malt Beverage Products (all such uses, the “Protected Categories”); and (B) the following:

i. all of common law, applied for or registered trademarks, service marks, tag-lines, logos, other source identifiers, brand identity, names of Malt Beverage Products, and the goodwill and business associated therewith, including those trademarks set for in Annex A;

ii. all registered and unregistered copyrights, including labels, trade dress, and those copyrights set for in Annex B;

iii. all documentation, source materials, and works of authorship relating to the Products and the Business, including marketing collateral and the like;

iv. the domain name set forth in Annex C and an undivided one-half interest in the social media accounts set forth on Annex C; and

v. all trade secrets, proprietary rights, recipes, know-how, technical information, formulae, and other Intellectual Property used in connection with the Malt Beverage Products produced under the Brands or in connection with the Business, including all Intellectual Property rights, goodwill, and brand identity associated with the foregoing, in each case that are used in connection with or related to the Products or conducting the Business, other than the Excluded Assets, and specifically including all such rights for use in connection with the Protected Categories.

2. Recordal. Assignor and the Related Parties hereby acknowledge that Assignee may submit this Assignment to the appropriate governmental agencies as evidence of the assignment of the rights identified herein, and those governmental agencies will update their records accordingly to identify Assignee as the owner of record.

3. Conflict with Purchase Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Purchase Agreement and, to the extent there is a conflict between the terms and conditions of this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Definitions. Capitalized terms used but not defined herein shall have those meanings assigned to them in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

ASSIGNOR:

CISCO BREWERS, INC.

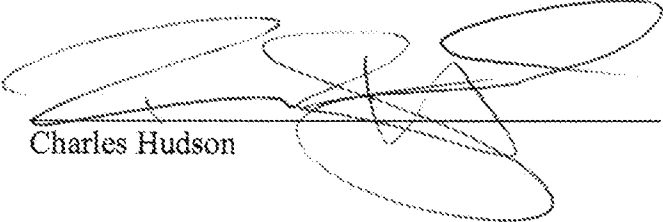
By: _____

Name: Jason Harman

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

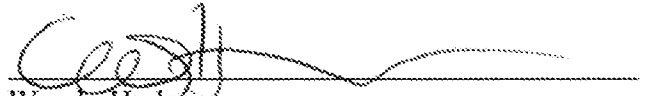
RELATED PARTY:



Charles Hudson

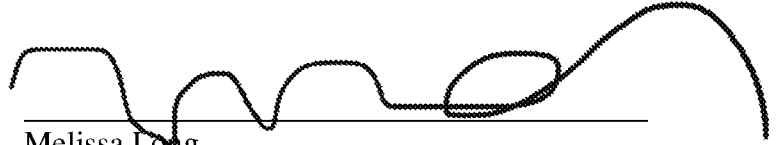
IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

RELATED PARTY:


Wendy Hudson

IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

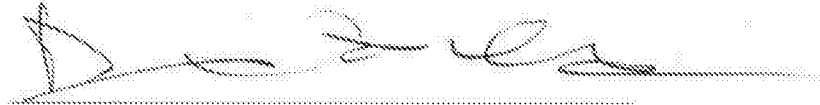
RELATED PARTY:



Melissa Long

IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

RELATED PARTY:

A handwritten signature in black ink, appearing to read 'Dean Long', written over a horizontal dotted line.

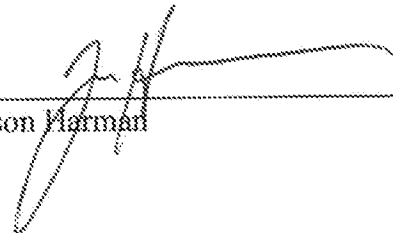
Dean Long

SIGNATURE PAGE TO ASSIGNMENT OF PROPRIETARY RIGHTS

TRADEMARK
REEL: 006455 FRAME: 0372

IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

RELATED PARTY:



Jason Harman

IN WITNESS WHEREOF, Assignee, Assignor and the Related Parties have executed or caused this Assignment of Proprietary Rights to be duly executed individual or by an authorized officer as of the date first above written.

ASSIGNEE:

CRAFT BREW ALLIANCE, INC.

By: 

Name: Andrew J. Thomas

Title: Chief Executive Officer


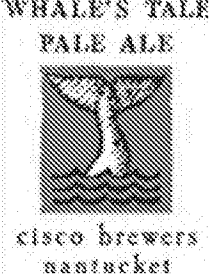
SIGNATURE PAGE TO ASSIGNMENT OF PROPRIETARY RIGHTS

TRADEMARK
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ANNEX A

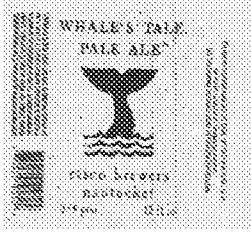
U.S. Trademark Registrations

Mark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods
CAPTAIN SWAIN'S COFFEE STOUT	87/211,968 10/21/2016	5,487,392 06/05/2018	Class 32: Beer
CISCO BREWERS	86/398,004 09/17/2014	4,759,113 06/23/2015	Class 32: Beer, ale and lager
	86/398566 09/18/2014	4,869,254 12/15/2015	Class 32: Beer, ale and lager
GREY LADY	87/346,800 02/23/2017	5,285,802 06/27/2017	Class 32: Beer
GREY LADY ALE	85/321,842 05/16/2011	4,348,691 06/11/2013	Class 32: Beer
GRIPAH	87/625,814 09/27/2017	5,515,494 07/10/2018	Class 32: Beer
INDIE I.P.A.**	86/765,556 09/23/2015	5,174,117 04/04/2017	Class 32: Beer
INDIE PALE ALE	86/362,564 08/11/2014	4,715,443 04/07/2015	Class 32: Beer
MADAQUET DOUBLE IPA	87/211/992 10/21/2016	5,371,237 02/02/2018	Class 32: Beer
PUMPLE DRUMKIN	86/361,870 08/08/2014	4,703,790 03/17/2015	Class 32: Beer
SANKATY LIGHT LAGER	86/361,865 08/08/2014	4,711,963 03/31/2015	Class 32: Beer
SUMMER OF LAGER	86/765,839 09/23/2015	4,951,273 05/03/2016	Class 32: Beer
SUMMER OF LAGER (and Design):	86/765,821 09/23/2015	4,951,269 05/03/2016	Class 32: Beer


Mark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods
<p>SUMMER of LAGER</p> 			
<p>WHALE'S TALE PALE ALE</p>	<p>86/143,449 12/13/2013</p>	<p>4,869,059 12/15/2015</p>	<p>Class 32: Beer</p>
<p>WHALE'S TALE PALE ALE CISCO BREWERS NANTUCKET and Design</p> 	<p>86/143,619 12/13/2013</p>	<p>4,869,060 12/15/2015</p>	<p>Class 32: Beer</p>
<p>WINTER SHREDDER</p>	<p>86/765,822 09/23/2015</p>	<p>4,976,889 06/14/2016</p>	<p>Class 32: Beer</p>
<p>NICE BEER IF YOU CAN GET IT</p>	<p>86/771,132 09/28/2015</p>	<p>4,977,109 06/14/2016</p>	<p>Class 32: Beer</p>

**INDIE I.P.A. registration is subject to a letter of consent with Indie Brewing LLC dated 12/2/2016

State Trademark Registration

Mark	State	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods
<p>WHALES TALE PALE ALE and Design:</p> 	Massachusetts	66700091	62795 04/11/2003	Class 32: Beer

United Kingdom Registrations

Mark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods
	3085682 12/11/2014	3085682 03/13/2015	Class 32: Beer, ale and lager; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.
CISCO BREWERS	3085681 12/11/2014	3085681 03/13/2015	Class 32: Beer, ale and lager; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.
GREY LADY ALE	3085688 12/11/2014	3085688 03/13/2015	Class 32: Beer, ale and lager
WHALE'S TALE PALE ALE	3085683 12/11/2014	3085683 04/10/2015	Class 32: Beer, ale and lager