

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brain Brew Ventures 3.0 LLC		06/01/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Edrington Distillers Limited		
Street Address:	2500 Great Western Road		
City:	Glasgow		
State/Country:	MARYLAND		
Postal Code:	G15 6RW		
Entity Type:	Private Limited Company: SCOTLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5587131	NOBLE OAK	
Registration Number:	5460606		
CORRESPONDENCE DATA			
Fax Number:	301-829-41		
<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:	301-829-1003		
Email:	sfriedman@hughes.net		
Correspondent Name:	Stuart Friedman		
Address Line 1:	28930 Ridge Road		
Address Line 4:	Mount Airy, MARYLAND 21771		
DOMESTIC REPRESENTATIVE			
Name:	Stuart Friedman		
Address Line 1:	28930 Ridge Road		
Address Line 4:	Mount Airy, MARYLAND 21771		
NAME OF SUBMITTER:	Stuart Friedman		
SIGNATURE:	/Stuart Friedman/		
DATE SIGNED:	12/03/2018		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made effective as of 1st day of June, 2017 by and between BRAIN BREW VENTURES 3.0 LLC, a company registered in Ohio under state corporate entity number 2108996, with registered office at 3849 Edwards Road, Newtown Ohio, 45244 USA (hereinafter referred to as "ASSIGNOR") and EDINGTON DISTILLERS LIMITED, a company registered in Scotland under company registration number SC014472, with registered office at 2500 Great Western Road, Glasgow, G15 6RW (hereinafter referred to as "ASSIGNEE"). Each of the Assignor and the Assignee are referred to in this Agreement as a "party" and together as the "parties".

WHEREAS, ASSIGNOR and ASSIGNEE have entered that certain Collaboration Agreement dated April 6, 2016 (the "Collaboration Agreement") pursuant to which ASSIGNOR agreed to transfer, assign, convey, grant and deliver to ASSIGNEE and ASSIGNEE agreed to accept from ASSIGNOR all of ASSIGNOR's right, title, claims, and interest in and to the Collaboration IP (as defined in the Collaboration Agreement);

WHEREAS, ASSIGNOR desires to assign and deliver to ASSIGNEE, all of its right, title, claims and interest in and to and ASSIGNEE desires and is willing to accept from ASSIGNOR, the Assigned Trademarks (as defined below) within the Collaboration IP pursuant to the terms and conditions set forth herein; and

NOW THEREFORE, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Collaboration Agreement.

2. Assignment. ASSIGNOR does hereby irrevocably sell, assign, transfer, convey, grant and set over unto ASSIGNEE, its legal representatives, successors, and assigns, ASSIGNOR's entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, including, without limitation, trademarks, trademark registrations and applications to register set forth in Schedule A attached hereto including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the "Assigned Trademarks"). The Assigned Trademarks shall be held and enjoyed by ASSIGNEE for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for infringement of the Assigned Trademarks prior to the date of this Agreement. The Assigned Trademarks are assigned with the entire business or portion thereof to

which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. Acceptance of Assignment. As of June 22, 2017, ASSIGNEE hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from ASSIGNOR. ASSIGNOR acknowledges and agrees that, as a result of the assignment, transfer, conveyance, grant and set over set forth herein, from and after June 22nd, 2017, ASSIGNEE is the owner of all rights, title and interest in and to the Assigned Trademarks in any form or embodiment thereof and is also the owner of the goodwill of the business symbolized by the Assigned Trademarks.

4. Further Assurances. ASSIGNOR shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, ASSIGNOR will, at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as ASSIGNEE may deem necessary or desirable to transfer to ASSIGNEE the Assigned Trademarks and the goodwill appurtenant to the Assigned Trademarks, to vest and confirm in ASSIGNEE the legal title to the Assigned Trademarks, and to perfect ASSIGNEE's enjoyment of this grant. ASSIGNOR shall render all necessary assistance in making application for any trademarks or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Trademarks, and in enforcing any rights or choices in action accruing in connection with any Assigned Trademarks, by giving testimony in any and all proceedings or transactions involving such Assigned Trademarks, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of ASSIGNOR and ASSIGNEE. The undersigned requests that any registrations that may be granted for such Assigned Trademarks be granted to ASSIGNEE, its legal representatives, successors or assigns, as the owner of the entire right, title and interest in and to such Assigned Trademarks.

5. Recordation. ASSIGNOR hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of ASSIGNEE, as the ASSIGNEE to the entire interest therein. ASSIGNEE shall have the right to file trademark applications for the Assigned Trademarks in any country.

6. Entire Agreement. This Agreement, together with the Collaboration Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement and the Collaboration Agreement.

7. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

9. Governing Law. This Agreement and all matters relating thereto and arising therefrom shall be governed by, administered under and construed in accordance with the laws of the State of Ohio, and the trademark laws of the United States, without reference to provisions of conflicts of laws, and any dispute, claim, or controversy arising from or related to this Agreement will be brought in the Court of Common Pleas located in Cincinnati, Hamilton County, State of Ohio. Each party consents to the jurisdiction and venue of such court.

10. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.

12. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

{Signature Pages Follow}

BRAIN BREW VENTURES 3.0 LLC,
Assignor

Date: 6/22/17

By: Doug Hall
Title: CEO

ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF HAMILTON)

SS:

On this 22nd day of JUNE, 2017, before me, a Notary Public, the undersigned officer, personally appeared DOUG HALL, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

Notary Public

[Signature]

My commission expires NO EXPIRATION



DAVID MARTIN LAFFAN
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

SCHEDULE A

Country	Trademark	Appl. No.	Filing Date	Status
US	NOBLE OAK	87382549	03/23/2017	PENDING
US	OAK TREE stylized	87478364	06/07/2017	PENDING

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