

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Stroh Companies, Inc.		12/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	St. Ides Inc.		
Doing Business As:	St. Ides		
Street Address:	16192 Coastal Highway		
Internal Address:	St. Ides Inc.		
City:	Lewes		
State/Country:	DELAWARE		
Postal Code:	19958		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1539490	ST. IDES	
Registration Number:	3663023	ST. IDES HIGH GRAVITY MALT LIQUOR	
Registration Number:	1512002	ST. IDES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6468843319		
Email:	IMYKYTA@MYKYTALAW.COM		
Correspondent Name:	Irena Mykyta		
Address Line 1:	570 Lexington Ave., Suite 1600		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Irena Mykyta		
SIGNATURE:	/irenamykyta/		
DATE SIGNED:	12/19/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated December 17, 2018 (the "*Agreement Date*"), is made effective as of 12:01 AM Eastern Time on December 16, 2018 (such time and date, the "*Effective Date*") by and between THE STROH COMPANIES, INC., a Delaware corporation, located at 100 River Place, Suite 5000, Detroit, MI 48207 ("*Assignor*"), in favor of ST. IDES INC., a Delaware corporation, located at 16192 Coastal Highway, Lewes, DE 19958-9776 ("*Assignee*").

WHEREAS, Assignor is the sole owner of the entire right, title, and interest in and to the trademarks listed on the attached **Schedule 1**, all registrations, applications for registration, and renewals of such Trademarks, and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states and foreign jurisdictions with respect to the foregoing; and the goodwill of the business in which the marks are used; together with the right to bring suit and collect for past infringements thereof (collectively, the "*Trademark Rights*");

WHEREAS, the parties have entered into an Asset Purchase Agreement dated the Agreement Date (the "*Purchase Agreement*").

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer to Assignee the Trademark Rights.

NOW THEREFORE, the parties agree as follows:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest in and to the Trademark Rights and in and to the Other Trademarks and Other Acquired Marks (as defined in the Purchase Agreement ("*Assigned Trademarks*"). This assignment is effective as of the Effective Date.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights; provided that Assignor shall have no obligation to incur out-of-pocket expenses in connection with taking any such further action.

The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms of this Trademark Assignment, the terms of the Asset Purchase Agreement shall govern.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

~~of the Asset Purchase Agreement and the terms of this Trademark Assignment, the terms of the Asset Purchase Agreement shall govern.~~

~~This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.~~

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 Michigan, without giving effect any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). All disputes shall be resolved by a court of competent jurisdiction in the State of Michigan.

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

THE STROH COMPANIES, INC.

By: Mark K Tuttle

Name: Mark K. Tuttle

Title: VP, Chief Financial Officer

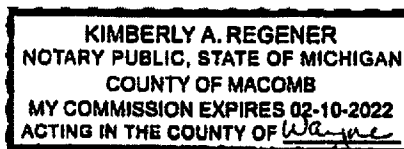
Address for Notices: The Stroh Companies, Inc.

100 River Place, Suite 5000

Detroit, MI 48207

ACKNOWLEDGMENT

STATE OF Michigan
COUNTY OF Macomb



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On the 17th day of December 2018, before me personally appeared MARK K. TUTTLE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the said instrument in his/her authorized capacity as the VP, Chief Financial Officer of THE STROH COMPANIES, INC., and acknowledged the instrument to be his free act and deed and the free act and deed of THE STROH COMPANIES, INC., for the uses and purposes mentioned in the instrument.

Kimberly A Regener
Notary Public

My Commission Expires: 2/10/2022

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 Michigan, without giving effect any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). All disputes shall be resolved by a court of competent jurisdiction in the State of Michigan.

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

THE STROH COMPANIES, INC.

By: _____
Name: Mark K. Tuttle
Title: VP, Chief Financial Officer
Address for Notices: The Stroh Companies, Inc.
100 River Place, Suite 5000
Detroit, MI 48207

ACKNOWLEDGMENT


STATE OF _____
COUNTY OF _____

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)SS.
)

On the _____ day of December 2018, before me personally appeared **MARK K. TUTTLE**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the said instrument in his/her authorized capacity as the VP, Chief Financial Officer of THE STROH COMPANIES, INC., and acknowledged the instrument to be his free act and deed and the free act and deed of THE STROH COMPANIES, INC., for the uses and purposes mentioned in the instrument.

Notary Public
My Commission Expires:

AGREED TO AND ACCEPTED:

ST. IDES INC
By: 
Name: Vladimir Ainbinder
Title: President

Address for Notices:
St. Ides Inc.
16192 Coastal Highway
Lewes, DE 19958
Attention: Vladimir Ainbinder, President

ACKNOWLEDGMENT

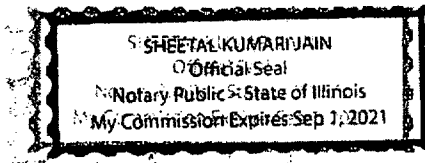
STATE OF IL
COUNTY OF LAKE

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)SS.

On the 17th day of December 2018, before me personally appeared **VLADIMIR AINBINDER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the said instrument in his/her authorized capacity as the President of ST. IDES INC., and acknowledged the instrument to be his/her free act and deed and the free act and deed of ST. IDES INC. for the uses and purposes mentioned in the instrument.

Sheetal

Notary Public
My Commission Expires: sep 1 2021



**SCHEDULE 1
ASSIGNED TRADEMARKS**

Issuing Country	Mark/ Owner	Filed/ Application #	Registered/ Registration #	Status
United States	St. Ides/ The Stroh Companies, Inc. ("SCI")	9/4/1987 73/682,663	5/16/1989 1,539,490	Registered
United States	St. Ides High Gravity Malt Liquor stylized/ SCI	10/28/2008 77/601,747	8/4/2009 3,663,023	Registered
United States	St. Ides stylized/ SCI	9/4/1987 73/682,664	11/8/1988 1,512,202	Registered
Canada	St. Ides – Canada (design)/ SCI	2/28/1997 838,111	4/15/1998 TMA492907	Registered
Canada	St. Ides – Canada (word) SCI	2/28/1997 838,113	1/20/1998 TMA487,928	Registered