

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Four String Brewing Company, LLC		01/31/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Hilltop Brewing, LLC		
Street Address:	3623 Sanctuary Drive		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44333		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87211453	RECTIFIER DOUBLE IPA	
Registration Number:	5374363	HILLTOP HERITAGE LAGER	
Registration Number:	5111936	PAYBACK PILSNER	
Serial Number:	86806627	FOUR STRING PAYBACK PILSNER	
Registration Number:	4993543	PAYOFF PILSNER	
Registration Number:	4993471	ROAD CASE	
Registration Number:	4811942	SWITCHBLADE IPA	
Registration Number:	4775104	BRASS KNUCKLE	
Registration Number:	4707501	KILLER BEER	
Registration Number:	4659051	SUNCASTER AMERICAN WHEAT ALE	
Registration Number:	4655875	BIG STAR WHITE I. P. A.	
Serial Number:	86100303	DRINK LOCAL	
Serial Number:	86121252	FOUR STRING BREWING CO.	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	614 255-5518		
Email:	trademarks@keglerbrown.com		
TRADEMARK			

CH \$340.00 87211453

Correspondent Name: Kegler Brown - SCB/P*F
Address Line 1: 65 East State Street
Address Line 2: Suite 1800
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER: Stephen C. Barsotti, Ohio Bar Member

SIGNATURE: /SCB/

DATE SIGNED: 02/28/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of January 24, 2019, is made by Four String Brewing Company, LLC ("**Assignor**"), an Ohio limited liability company, with an office address of 1390 W. 1st Avenue, Columbus, Ohio 43212 in favor of Hilltop Brewing, LLC, an Ohio limited liability company with an address of 3623 Sanctuary Drive, Akron, OH 44333 ("**Assignee**"), as consented to by JP Morgan Chase Bank N.A ("**Secured Creditor**").

WHEREAS, Assignor owns and has all right, title and interest in and to intellectual property rights in and to certain brands in relation to beer and related goods/services, including marketing collateral, product labels, label art and designs, copyrights, recipes, brewing methods, trade secrets, trademarks, goodwill, and other ancillary intellectual property ("**Four String IP**");

WHEREAS, the Four String IP, among other assets of Assignor, is subject to a first priority lien and security interest in favor of the Secured Creditor;

WHEREAS, Assignor is in default of its obligations to Secured Creditor;

WHEREAS, Assignor, Assignee and Secured Creditor entered into that certain Agreement, dated as of January 24, 2019 (the "**Purchase Agreement**") pursuant to which Assignor and Secured Creditor agreed to assign and sell the Four String IP (hereafter the "**Assigned IP**") to Assignee, as buyer, pursuant to a private disposition of collateral by a secured party following default pursuant to Article 9 of the Uniform Commercial Code.

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to execute and deliver (and Secured Party has consented to the execution and delivery of) this IP Assignment to effect the assignment of the Assigned IP as set forth in the Purchase Agreement, and for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned IP, including but not limited to:
 - (a) the trademarks set forth on Schedule 1 hereto and all applications, registrations, issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (b) all marketing collateral, product labels, label art and designs, merchandise and apparel art and designs, including all copyrights therein;

(c) all trade secrets held by Assignor, including recipes, brewing methods, supplier and customer information, and other information relating to the business associated with the Trademarks;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all license rights, royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(f) any and all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(g) all of Assignor's files, records (including electronic records) embodying, containing or otherwise relating to the Assigned IP.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, and any domain registrar to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities, if any, contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

{Signatures on Following Page}

SIGNED, SEALED AND DELIVERED by ASSIGNOR:

ASSIGNOR: Four String Brewing Company, LLC Notary/Witness:

Signature: [Handwritten Signature]

On the date set forth opposite of my signature, before me personally appeared the person whose name is set forth opposite of my signature, and such person executed this instrument in my presence for the purpose contained therein, by signing his name hereto.

Printed Name: Dan Cochran
Title: President

Date: 1/31/19

Signature: [Handwritten Signature]

Printed Name: [Handwritten Name]

SIGNED, SEALED AND DELIVERED by ASSIGNEE:

ASSIGNEE: Hilltop Brewing, LLC

Signature: _____

Notary/Witness:

On the date set forth opposite of my signature, before me personally appeared the person whose name is set forth opposite of my signature, and such person executed this instrument in my presence for the purpose contained therein, by signing his name hereto.

Printed Name: Blake Squires
Title: President

Date: _____

Signature: _____

Printed Name: _____



CONSENTED TO BY SECURED CREDITOR:

JP MORGAN CHASE BANK N.A.

By: [Handwritten Signature]

Name: John M. Ryan

Title: Vice President

**SCHEDULE 1
List of Trademarks**

Trademarks

Mark	Serial Number	Registration Number	Status
RECTIFIER DOUBLE IPA	87211453		Dead
HILLTOP HERITAGE LAGER	87464220	5374363	Live
PAYBACK PILSNER	86553262	5111936	Live
FOUR STRING PAYBACK PILSNER	86806627		Live
PAYOFF PILSNER	86888727	4993543	Live
ROAD CASE	86856034	4993471	Live
SWITCHBLADE IPA	86515918	4811942	Live
BRASS KNUCKLE	86143355	4775104	Live
KILLER BEER	86344891	4707501	Live
SUNCASTER AMERICAN WHEAT ALE	86269020	4659051	Live
BIG STAR WHITE I. P. A.	86264334	4655875	Live
DRINK LOCAL	86100303		Dead
FOUR STRING BREWING CO.	86121252	4563543	Live