

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Steep & Brew, Inc.		04/24/2018	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Generations Coffee Company, LLC
Street Address:	850 New Burton Rd, Suite 201
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1553130	STEEP & BREW
Registration Number:	2078262	WORLD CUP
Registration Number:	4522990	KENDRA
Registration Number:	4297249	CAFÉ FAIR
Registration Number:	3816076	COFFEE DONE RIGHT
Registration Number:	1971360	WHOLE BEAN STEEP & BREW COFFEES
Registration Number:	1968491	WHOLE BEAN STEEP & BREW COFFEES
Registration Number:	2076657	WORLD CUP
Registration Number:	2706420	WORLD CUP - HAWAII MEXICO GUATEMALA EL S
Registration Number:	4502625	K2 COFFEE
Registration Number:	4086431	CLUB FUND ZONE
Registration Number:	3812456	COFFEE DONE RIGHT
Registration Number:	2774681	TOASTED NUT
Registration Number:	1955449	TOASTED NUT
Registration Number:	1960051	WE KNOW BEANS ABOUT COFFEE
Registration Number:	1892293	WE KNOW BEANS ABOUT COFFEE
Registration Number:	2082016	COFFEE CRAFTSMEN
Registration Number:	2051356	COFFEE CRAFTSMEN

OP \$465.00 - 1553130

CORRESPONDENCE DATA**Fax Number:** 6142322410*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:** 6142322628**Email:** aperko@reminger.com**Correspondent Name:** Acacia Perko**Address Line 1:** 200 Civic Center Drive**Address Line 2:** Ste 800**Address Line 4:** Columbus, OHIO 43215

NAME OF SUBMITTER:	Acacia Perko, Attorney of Record
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SIGNATURE:	/Acacia Perko/
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DATE SIGNED:	03/04/2019
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Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Agreement"), dated as of April 24, 2018 (the "Effective Date"), is entered into by and between Generations Coffee Company, LLC (the "Assignee") and Steep & Brew, Inc., a Wisconsin corporation (the "Assignor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignor, the Assignee and certain other parties thereto have entered into an Asset Purchase Agreement, dated as of the date hereof (as it may be amended, amended and restated, or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in, to and under the Assignor's registered and unregistered marks and/or trade names existing as of the Effective Date, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in, to and under the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. This Agreement is executed and delivered pursuant to the Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement,

and all of the representations, warranties, covenants, agreements and limitations of the Assignor and the Assignee contained therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of the Assignor and the Assignee contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. No provision of this Agreement is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

7. In its entirety Section 7.3 (Governing Law; Consent to Jurisdiction) of the Purchase Agreement is incorporated herein by reference.

8. The Assignor agrees to reasonably cooperate with the Assignee in transferring all rights to the Marks to the Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of the Assignee, but at no remuneration to the Assignee in recordable form, necessary to vest title to the Marks and all other rights transferred and assigned by this Agreement.


9. This Agreement 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 Agreement 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 Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

STEEP & BREW, INC.



Mark Ballering, President

ASSIGNEE:

GENERATIONS COFFEE COMPANY, LLC

By: _____
Name: Andrew Gordon
Title: Manager

By: _____
Name: Dominic Caruso
Title: Manager

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006589 FRAME: 0350

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.


ASSIGNOR:

STEEP & BREW, INC.

Mark Ballering, President

ASSIGNEE:

GENERATIONS COFFEE COMPANY, LLC

By: 

Name: Andrew Gordon
Title: Manager

By: _____
Name: Dominic Caruso
Title: Manager

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006589 FRAME: 0351

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

STEEP & BREW, INC.

Mark Ballering, President

ASSIGNEE:

GENERATIONS COFFEE COMPANY, LLC

By: _____

Name: Andrew Gordon

Title: Manager

By:  _____

Name: Dominic Caruso

Title: Manager

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006589 FRAME: 0352

SCHEDULE A

Marks

Registered Trademarks:

1. Steep & Brew (Reg. No. 1,553,130)
2. Whole Bean Steep & Brew Coffees (Reg. No. 1,971,360)
3. Whole Bean Steep & Brew Coffees (Reg. No. 1,968,491)
4. World Cup (Reg. No. 2,078,262)
5. World Cup (Reg. No. 2,076,657)
6. World Cup – Hawaii Mexico Guatemala El Salvador Columbia Cost Rica Venezuela
Brazil Yemen Ethiopia Kenya Tanzania Zimbabwe Java Sumatra New Guinea – Crafted
by Steep & Brew (Reg. No. 2,706,420)
7. Kendra (Reg. No. 4,522,990)
8. Café Fair (Reg. No. 4,297,249)
9. K2 Coffee (Reg. No. 4,502,625)
10. Club Fund Zone (Reg. No. 4,086,431)
11. Coffee Done Right (Reg. No. 3,816,076)
12. Coffee Done Right (Reg. No. 3,812,456)
13. Toasted Nut (Reg. No. 2,774,681)
14. Toasted Nut (Reg. No. 1,955,449)
15. We Know Beans About Coffee (Reg. No. 1,960,051)
16. We Know Beans About Coffee (Reg. No. 1,892,293)
17. Coffee Craftsmen (Reg. No. 2,082,016)
18. Coffee Craftsmen (Reg. No. 2,051,356)

Unregistered Trade Name:

1. Butlers' Brew