

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevate Your Passion, LLC		03/04/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	La Cumbre Brewing Co.		
Street Address:	3313 Girard Blvd. NE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87107		
Entity Type:	Corporation: NEW MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87818644	ELEVATE XPA	
CORRESPONDENCE DATA			
Fax Number:	5056727037		
<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:	505-995-8000		
Email:	ben@bardackeallison.com		
Correspondent Name:	Benjamin Allison		
Address Line 1:	141 E. Palace Avenue, 2d Floor		
Address Line 4:	Santa Fe, NEW MEXICO 87501		
NAME OF SUBMITTER:	Benjamin Allison		
SIGNATURE:	/Benjamin Allison/		
DATE SIGNED:	04/05/2019		
Total Attachments: 4			
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OP \$40.00 87818644

EXHIBIT A: ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment Agreement"), dated March 4, 2019 is between La Cumbre Brewing Co., a New Mexico corporation ("La Cumbre"), and Elevate Your Passion, LLC, an Arizona limited liability company ("EYP").

The parties agree as follows:

1. Assignment. EYP hereby assigns and transfers to La Cumbre all right, title and interest in and to the ELEVATE XPA Mark, as defined herein, together with (a) the goodwill of the business symbolized by the ELEVATE XPA Mark, (ii) EYP's entire right, title and interest in and to any and all applications or registrations of the ELEVATE XPA Mark including but not limited to application serial No. 87,818,644, (c) any and all common-law rights to the ELEVATE XPA Mark in the United States and any state thereof and any and all rights to the ELEVATE XPA Mark in any other country or tribal jurisdiction, and (d) any and all claims, demands, and causes of action EYP may have either at law or in equity arising out of any past or present infringements. This Assignment Agreement is entered into upon consideration of La Cumbre's execution of the Settlement Agreement between EYP and La Cumbre dated March 4, 2019, to which this Assignment Agreement forms Exhibit A (the "Settlement Agreement").

"ELEVATE XPA Mark" means the mark that is the subject of federal registration Application Serial No. 87,818,644 and Opposition No. 91242824, the application itself and corresponding rights, all state-law rights pertaining to the mark (including applications and registrations), all common-law rights pertaining to the mark, all other rights pertaining to the mark, and the associated goodwill.

2. Totality. The assignment of paragraph 2 of this Assignment Agreement is total. EYP shall have no rights remaining in the ELEVATE XPA Mark after the effective date of this Assignment. EYP shall not use and shall not direct or allow any person or entity over which it has control to use the ELEVATE XPA Mark or any confusingly similar marks or names, except as expressly provided for in this Assignment Agreement or the Settlement Agreement.

3. Continued Registration. La Cumbre may continue the registration process begun by EYP for the ELEVATE XPA Mark, begin a new application to register the ELEVATE XPA Mark, or leave the mark unregistered.

4. Further Assurances. EYP agrees, upon the reasonable request of La Cumbre, to do all other acts, provide any evidence, and execute all documents reasonably necessary or desirable for the transfer, assignment, recordation, application, registration, issuance, maintenance, renewal, establishment and enforcement of the ELEVATE XPA Mark.

5. Representations and Warranties. EYP represents and warrants to La Cumbre that as of the effective date of this Assignment Agreement, (a) EYP is the sole owner of the ELEVATE XPA Mark and all interests therein; (b) EYP has the sole authority and right to assign the ELEVATE XPA Mark; (c) that the ELEVATE XPA Mark and its proceeds are free and clear of all liens and encumbrances; (d) there are no current licenses or assignments of the ELEVATE XPA Mark away from EYP; (e) EYP does not infringe the rights of any person by assigning the ELEVATE XPA Mark; (f) EYP can transfer good title to the ELEVATE



XPA Mark free and clear of all encumbrances, liens, licenses, and other obligations; and (g) other than Opposition No. 91242824, there are no pending claims, actions, or judicial or other adversary proceedings involving the ELEVATE XPA Mark. Each party shall indemnify and hold harmless the other from and against all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative ("Claims"), that arise out of any breach of the party's representations and warranties in this Assignment Agreement, except that EYP shall have no indemnity obligation under this Assignment Agreement arising from Claims of owners or licensees of "elevate" trademarks other than the ELEVATE XPA Mark (except with respect to subparagraph 5(g) above).

6. [Intentionally Blank]

7. **Liabilities.** In connection with this Assignment Agreement, neither party assumes any liability or obligation of the other party of any type or nature, in connection with the other party's operation of its business or otherwise.

8. Miscellaneous.

8.1. **Effective Date.** This Assignment Agreement is effective on the date stated in the preamble.

8.2. **Successors and Assigns.** This Assignment Agreement binds and benefits the parties and their respective permitted successors and assigns.

8.3. **Choice of Law and Forum Selection.** The laws of New Mexico (without giving effect to its conflicts of laws principles) govern all matters arising under this Assignment Agreement or related to its subject matter. Any litigation arising under or relating to this Assignment Agreement shall take place in the federal or state courts in Maricopa County, Arizona if brought by La Cumbre or in Santa Fe, New Mexico if brought by EYP, and the parties hereby consent to the jurisdiction and venue of such courts.

8.4. Construction.

8.4.1. **Parties Cooperated in Drafting.** The parties agree that they will be deemed to have cooperated in the drafting of this Assignment Agreement and that no provision of it will be construed against any party on the basis that it was the drafter.

8.4.2. **Headings.** The headings in this Assignment Agreement are for convenience only and have no import as to the meaning of this Assignment Agreement.

8.5. **Merger.** Subject to and except for the parties' agreement of March 4, 2019 to which this Assignment Agreement forms Exhibit A, this Assignment Agreement represents the entire agreement of the parties with respect to the subject matter and supersedes any prior agreement or negotiations.

8.6. **Severability.** If any of provision of this Assignment Agreement is determined to be illegal or unenforceable, such provision shall be limited only to the extent necessary to render it legal and enforceable, and the remaining provisions of this Assignment shall remain in full force.

8.7. Counterparts. The parties may execute this Assignment Agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties' agreement to this Assignment Agreement, they have executed and delivered it on the date set forth in the preamble.

Elevate Your Passion, LLC

By:


Michael LaForest, Founder

La Cumbre Brewing Co.

By:

Jeff Erway, CEO

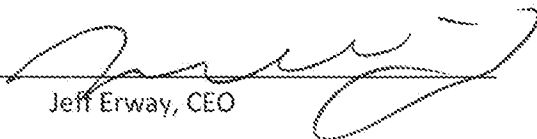
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