

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM517764

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Big Bay Brewing, LLC		03/26/2019	Corporation: WISCONSIN <i>Limited Liability Company</i>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mother Earth Brewing, LLC		
<b>Street Address:</b>	604 N. Queen St.		
<b>City:</b>	Kinston		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28501		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4110208	LONG WEEKEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3362329075		
<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>			
<b>Phone:</b>	3362713175		
<b>Email:</b>	dsar@brookspierce.com		
<b>Correspondent Name:</b>	David W Sar		
<b>Address Line 1:</b>	P.O. Box 26000		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27420		
<b>NAME OF SUBMITTER:</b>	David W. Sar		
<b>SIGNATURE:</b>	/DavidWSar/		
<b>DATE SIGNED:</b>	04/06/2019		
<b>Total Attachments: 4</b>			
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**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into and executed by Big Bay Brewing, LLC d/b/a Big Bay Brewing Company ("Big Bay") on the one hand and Mother Earth Brewing, LLC, ("Mother Earth") on the other hand.

WHEREBY, the parties desire to fully and finally compromise and settle all disputes between them and in order to avoid the burden and expense of continued disputes and litigation.

NOW THEREFORE, the parties hereby covenant and agree as follows:

redacted

2. **ASSIGNMENT.** redacted

redacted Big Bay assigns to Mother Earth all of Big Bay's trademark rights in and to mark "LONG WEEKEND", including all variants including the words "Long Weekend" and U.S. Registration No. 4,110,208 for "LONG WEEKEND" (registered March 6, 2012) (the "Registration"). redacted

redacted

3. **TRADEMARK CONFIRMATIONS.** Big Bay confirms, represents and warrants that

currently and up until the point in time of the assignment referenced in Section 2 above, (i) it will be sole and exclusive owner of the Registration, the "LONG WEEKEND" mark and all rights being assigned in Section 2 above, (ii) such Registration, mark and rights neither have been nor are encumbered, pledged, mortgaged or a subject of any liens, (iii) such Registration, mark and rights have not been abandoned, and (iv) Big Bay has not discontinued use of the "LONG WEEKEND" mark with intent not to resume such use.

4. DISMISSAL OF CANCELLATION PROCEEDING. redacted

redacted

Mother

Earth will file the attached Stipulation of Dismissal of Cancellation No. 92069708 currently pending in the Trademark Trial and Appeal Board of the United States Patent and Trademark Office. Big Bay consents to such filing.

5. RELEASE BY BIG BAY. Big Bay for itself and for its owners, members, managers, agents, attorneys, representatives, heirs, successors, and assigns (collectively, the "Big Bay Representatives"), and all other persons acting on behalf of or claiming under or through Big Bay, does and do hereby discharge and release Mother Earth and its present and former owners, officers, directors, shareholders, partners, employees, agents, heirs, successors, and assigns (collectively, the "Mother Earth Representatives") from any and all claims, liabilities, actions or causes of actions, of any kind or character whatsoever, whether at law or in equity, whether known or unknown, whether contingent or absolute, which Big Bay now has, ever had, or may hereafter have, arising out of or relating in any way to the LONG WEEKEND mark, use of "Long Weekend," matters in or related to the Cancellation Proceeding, and any act or omission of any person with respect to any of the foregoing; except and provided that the foregoing release does not release obligations or conditions set forth in this Agreement.

6. RELEASE BY MOTHER EARTH. Mother Earth for itself and for the Mother Earth Representatives, and all other persons acting on behalf of or claiming under or through Mother Earth does hereby discharge and release Big Bay and the Big Bay Representatives from any and all claims, liabilities, actions or causes of actions, of any kind or character whatsoever, whether at law or in equity, whether known or unknown, whether contingent or absolute, which Mother Earth now has, ever had, or may hereafter have, arising out of or relating in any way to the LONG WEEKEND mark, use of "Long Weekend," matters in or related to the Cancellation Proceeding, and any act or omission of any person with respect to any of the foregoing; except and provided that the foregoing release does not release obligations or conditions set forth in this Agreement.


7. MISCELLANEOUS. Each party hereto represents and warrants to the others that it/he has full power and all requisite authority to execute, deliver and perform this Agreement and that it/he has not assigned any of its interest in the assets transferred or claims hereby released, either expressly, impliedly or by operation of law. The parties giving this Release agree to prepare and execute all documents that may be reasonably necessary or desirable to effectuate the purposes of this Agreement. The parties to this Agreement acknowledge and represent that this Agreement contains the entire agreement between them regarding the matters set forth and that it supersedes all previous negotiations, discussions, and understandings regarding such matters. The terms of this Agreement are contractual and not a mere recital. North Carolina law shall govern the interpretation and enforcement of this Agreement. This Agreement may be signed in counterparts. This Assignment may be executed and delivered by facsimile or email (with .pdf or other scanned image attached), and such signatures delivered by facsimile or email shall have the same legal effect as manual signatures. All executed

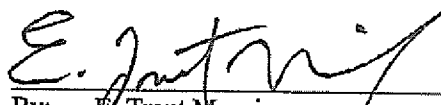
counterparts shall comprise the entire Agreement. This Agreement shall become effective immediately when it has been duly executed by both Parties. The effective date shall be the date upon which it first becomes effective pursuant to this Agreement.

IN TESTIMONY WHEREOF, Mother Earth Brewing, LLC and Big Bay Brewing, LLC d/b/a Big Bay Brewing Company have all set their hands and seals on this Release as of the date indicated below.

**BIG BAY BREWING, LLC d/b/a  
BIG BAY BREWING COMPANY**

**MOTHER EARTH BREWING, LLC**

  
By: Jeffrey E. Garwood  
Its: President

  
By: E. Trent Mooring  
Its: President

*20 March  
2019*