

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527084

|   |  |                           |  |
|---|--|---------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                           |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                           |  |
| <b>SEQUENCE:</b>  | 1  |                           |  |
| <b>CONVEYING PARTY DATA</b>   |  |                           |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>     | <b>Entity Type</b>                       |
| Benchmark Brewing LLC   |  | 06/09/2019                | Limited Liability Company:<br>CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                           |  |
| <b>Name:</b>  | Rachael Akin                                       |                           |  |
| <b>Street Address:</b>  | 6253 Malcolm Drive                                 |                           |  |
| <b>City:</b>  | San Diego  |                           |  |
| <b>State/Country:</b>   | CALIFORNIA   |                           |  |
| <b>Postal Code:</b>   | 92115  |                           |  |
| <b>Entity Type:</b>   | INDIVIDUAL: UNITED STATES                          |                           |  |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                           |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>          |  |
| <b>Registration Number:</b>   | 5409937  | BENCHMARK BREWING COMPANY |  |
| <b>Registration Number:</b>   | 5172705  |                           |  |
| <b>Registration Number:</b>   | 5172703  | PRIMITIVE CAMP            |  |
| <b>Registration Number:</b>   | 5172702  | BEATEN PATH               |  |
| <b>Registration Number:</b>   | 5172701  | HOP CHUNKS                |  |
| <b>Registration Number:</b>   | 5201001  | BEER FLAVORED BEER        |  |
| <b>CORRESPONDENCE DATA</b>  |  |                           |  |
| <b>Fax Number:</b>  |  |                           |  |
| <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>   | 6197494115   |                           |  |
| <b>Email:</b>   | candace@craftbeerattorney.com                      |                           |  |
| <b>Correspondent Name:</b>  | Candace L Moon                                     |                           |  |
| <b>Address Line 1:</b>  | 2260 El Cajon Blvd. #412                           |                           |  |
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92116                        |                           |  |
| <b>NAME OF SUBMITTER:</b>   | Candace L Moon                                     |                           |  |
| <b>SIGNATURE:</b>   | /clm/  |                           |  |
| <b>DATE SIGNED:</b>   | 06/10/2019   |                           |  |

OP \$165.00 5409937

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

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This Agreement is entered into freely by and between Benchmark Brewing LLC, a California limited liability company with a principal place of business at 6190 Fairmount Ave., Ste. G, San Diego, CA 92120 ("Assignor") and Rachael Akin, an individual residing at 6253 Malcolm Drive, San Diego, CA 92115 ("Assignee") as of June 9, 2019.

WHEREAS, Assignor is the owner of the actual trademarks identified as follows:

5409937 BENCHMARK BREWING COMPANY  
5172705 (LOGO)  
5172704 PARKS COLLECTION RIVER RYE  
5187648 PARKS COLLECTION STARGAZER  
5172703 PRIMITIVE CAMP  
5172702 BEATEN PATH  
5172701 HOP CHUNKS  
5201001 BEER FLAVORED BEER  
5172699 PARKS COLLECTION VOYAGER

(the "Trademark(s)"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Consideration. Assignor has given Assignee good and valuable consideration for assignment.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
  - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademarks do not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto;  
and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

TRADEMARK ASSIGNMENT

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

ASSIGNEE  
Assigned by:  
*Rachael Akin*  
F0A1CF99C73C43F...  
Rachael Akin

ASSIGNOR  
Assigned by:  
*Rachael Akin*  
F0A1CF99C73C43F...  
Benchmark Brewing LLC