

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLUTCH COFFEE, INC.		12/02/2019	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	CLUTCH ENTERPRISES, INC.		
Street Address:	112 DAVENTRY PLACE		
City:	MOORESVILLE		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5253905	CLUTCH	
Registration Number:	5108701	U	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	415-659-4747		
Email:	phlipdocketing@reedsmith.com, karmellino@reedsmith.com		
Correspondent Name:	Christopher J. Pulido		
Address Line 1:	101 Second Street, Suite 1800		
Address Line 2:	Reed Smith LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Christopher J. Pulido		
SIGNATURE:	/Christopher J. Pulido/		
DATE SIGNED:	12/11/2019		
Total Attachments: 11			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of November __, 2019, by and between CLUTCH COFFEE, INC. an Oregon corporation ("Assignor"), and CLUTCH ENTERPRISES, INC., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain Intellectual Property (as defined below) of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with governmental authorities in applicable jurisdictions, including, but not limited to, the United States Patent and Trademark Office. For purposes herein, "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all common law rights, state, federal, and/or foreign applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) all other intellectual property and industrial property rights and assets, and all rights, interests, and protections, whether statutory or under common law, that are associated with, similar to, or required for the exercise of, any of (a) through (e).

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title, and interest in, to, and under the following anywhere in the world, together with all goodwill associated therewith and symbolized thereby (collectively, the "Acquired Rights and Assets"):

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin (collectively, the "Trademarks") listed on Schedule I attached hereto, and all registrations, applications for registration, and renewals or other maintenance of such Trademarks, as well as any other interest Assignor may hold anywhere in the world relating to (i) the Trademarks or (ii) the Business, together with all goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Acquired Marks")

(b) all internet domain name registrations and applications, anywhere in the world, incorporating any Acquired Mark or any acronym, abbreviation, or component thereof (the "Domains"), and all associated web addresses, URLs, websites, and web pages;

(c) all royalties, fees, income, payments, and other proceeds arising after the Closing that become due and payable after the Closing with respect to any of the foregoing identified in clauses (a) and (b).

(d) all claims, rights, remedies, and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims and remedies for damages (with the right to obtain and retain any monetary remuneration or costs), restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default, and all rights of priority and protection of interests in any of the foregoing under the laws of any jurisdiction worldwide;

(e) any other Intellectual Property or Intellectual Property rights that Assignor holds or purports to or may hold to the extent relating to the Acquired Marks, the Domains, or the Business; and

(f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing identified in clauses (a) through (e) provided by any applicable law, treaty, or other international convention throughout the world, including any common law rights or any claims for protection of an Acquired Mark in a country or jurisdiction where there is an existing registration or a pending application, and further including in a country or jurisdiction where for a mark there is no registration or in which no application for registration is pending, as of the Closing (as defined below).

2. Recording and Further Actions. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee and to record and register this Assignment upon request by Assignee. Assignor shall timely take such reasonable steps and actions following the execution of this Assignment as requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor of Assignee or to otherwise record such documents as may be necessary for bringing record title or rights into the Assignee. If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Section 2, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Oregon.

6. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

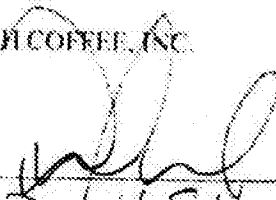
ASSIGNOR:

CLUTCH COFFEE, INC.

By:

Name:

Title:


David Schumber
President

NOTARY PUBLIC OREGON
COMMISSION NO. 967734



SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY



STATE OF Oregon

1
JSS
1

COUNTY OF Lane

David Schwanne

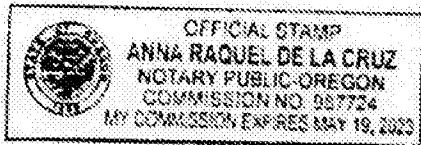
On the 2nd day of October 2019, before me personally appeared David Schwanne personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as President, and acknowledged the instrument to be the free act and deed of his for the uses and purposes mentioned in the instrument.



Notary Public

Printed Name: Anna Raquel DeLaCruz

My Commission Expires: May 19, 2023



MY COMMISSION EXPIRES MAY 19, 2023



ASSIGNEE:

CLUTCH ENTERPRISES, INC.

By: 
Name: Darren Spicer
Title: CEO

STATE OF North Carolina)
COUNTY OF Fredell)
JSS.

On the 5 day of December, 2019, before me personally appeared Darren Spicer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as owner, and acknowledged the instrument to be the free act and deed of himself for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Caroline J. Rascia

CAROLINE J. RASCIA
Notary Public
Fredell Co., North Carolina
My Commission Expires Feb. 18, 2023

My Commission Expires: February 18, 2023



SCHEDULE 1

ACQUIRED MARKS

See attached.



United States of America

United States Patent and Trademark Office

CLUTCH

Reg. No. 5,253,905

Registered Aug. 01, 2017

Int. Cl.: 30

Trademark

Principal Register

Clutch Coffee, Inc. (OREGON CORPORATION)
5904 NE 13th Avenue
Portland, OR 97211

CLASS 30: Coffee beans; Ground coffee beans; Roasted coffee beans

FIRST USE 4-25-2015; IN COMMERCE 4-25-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-031,896, FILED 05-10-2016
JOHN B REGAN, EXAMINING ATTORNEY



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

Handwritten signature/initials

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office



Reg. No. 5,108,701

Registered Dec. 27, 2016

Int. Cl.: 30, 32

Trademark

Principal Register

Clatch Coffee, Inc. (OREGON CORPORATION)
5904 NE 13th Avenue
Portland, OR 97211

CLASS 30: Coffee beans; Ground coffee beans; Roasted coffee beans

FIRST USE 4-25-2015; IN COMMERCE 4-25-2015

CLASS 32: Soda pops

FIRST USE 4-25-2015; IN COMMERCE 4-25-2015

The mark consists of a "U" with a handle to form the shape of a mug.

SER. NO. 87-031,932, FILED 05-10-2016
JOHN H. REGAN, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006812 FRAME: 0974

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