

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appalachian Mountain Brewery Marketing, LLC		11/29/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CRAFT BREW ALLIANCE, INC.		
Street Address:	929 NORTH RUSSELL STREET		
City:	PORTLAND		
State/Country:	OREGON		
Postal Code:	97227		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5567426	NOT AN IPA	
Registration Number:	5337866	BOONE CREEK BLONDE	
Registration Number:	5031011	SPOATY OATY PALE ALE	
Registration Number:	4881447	AMB	
Registration Number:	4812655	FARM TO FLAME	
Registration Number:	4789084	LONG LEAF	
CORRESPONDENCE DATA			
Fax Number:	5032240155		
<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:	3126248300		
Email:	TRADEMARK@MILLERNASH.COM		
Correspondent Name:	PLH / Miller Nash Graham & Dunn LLP		
Address Line 1:	111 SW Fifth Avenue		
Address Line 2:	Suite 3400		
Address Line 4:	PORTLAND, OREGON 97204		
NAME OF SUBMITTER:	Paul L. Havel		
SIGNATURE:	/Paul L. Havel/		
DATE SIGNED:	11/05/2019		

CH \$165.00 5567426

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (this "**Assignment**"), dated as of November 29, 2018, is made by and among Appalachian Mountain Brewery, Inc., a Florida corporation ("**Seller**"), FarmtoFlame, LLC, a North Carolina limited liability company ("**FF LLC**"), Appalachian Mountain Brewery, LLC, a North Carolina limited liability company ("**AMB LLC**"), Appalachian Mountain Brewery Marketing, LLC, a North Carolina limited liability company ("**AMB Marketing**") (Seller, FF LLC, AMB LLC, and AMB Marketing collectively, the "**Seller Parties**"), Sean Spiegelman, an individual (the "**Principal Shareholder**") and Craft Brew Alliance, Inc., a Washington corporation, or its designee ("**Buyer**").

RECITALS

WHEREAS, the Seller Parties, the Principal Shareholder and Buyer have entered into that certain Asset Purchase Agreement, dated October 10, 2018 (the "**Purchase Agreement**"), pursuant to which, among other things, the Seller Parties have agreed to effect an assignment transferring all of such Seller Parties' right, title and interest in and to the Intellectual Property Assets to Buyer; and

WHEREAS, the Seller Parties, immediately prior to the Closing Date, were the owners of all right, title and interest in and to the Intellectual Property Assets; and

WHEREAS, Buyer wishes to acquire, and the Seller Parties wish to transfer to Buyer, the Seller Parties' entire right, title and interest in and to the Intellectual Property Assets pursuant to the terms and conditions of this Assignment and the Purchase Agreement; and

WHEREAS, Buyer desires to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller Parties and Buyer agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Assignment and Assumption.** Each of the Seller Parties hereby irrevocably sells, assigns, grants, conveys and transfers to Buyer all of such Seller Party's right, title and interest in and to the Intellectual Property Assets and goodwill of the Business associated therewith, along with: (a) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Closing Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation and Further Actions.**

(a) **Trademarks.** Each of the Seller Parties hereby authorizes the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer.

(b) **Domain Names and Social Media Accounts/User Names.** Each of the Seller Parties agree to cooperate fully with Buyer to execute the electronic transfer of the domain names from the respective Seller Parties' account with the applicable domain name registrar to Buyer's account with the applicable domain name registrar (the "**Registrar**"), including by completing the Seller Parties' portion of the assignment procedure established by each applicable Registrar's policy within thirty (30) days of the execution of this Assignment. Each of the Seller Parties also agrees to cooperate fully with Buyer to, at Buyer's sole option, either execute the electronic transfer of the social media accounts and user names, take other steps required by the social media platform provider, or provide data and information to Buyer, including but not limited to administrative details, login names and passwords, sufficient for Buyer to assume control of such social media accounts and user names, all within thirty (30) days of the execution of this Assignment.

(c) **Further Action.** Following the Closing Date, upon Buyer's request, the Seller Parties shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, agents and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto. In addition to the foregoing, each of the Seller Parties hereby irrevocably designates and appoints Buyer's duly authorized officers and agents as Seller Parties' agents and attorneys-in-fact to act for and on Seller Parties' behalf and stead to execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto, all with the same legal force and effect as if executed by the Seller Parties.

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

6. **Counterparts.** This Assignment 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 instrument. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller Parties and Buyer have duly executed this Assignment of Intellectual Property Assets as of the Closing Date.

BUYER:

CRAFT BREW ALLIANCE, INC.,
a Washington corporation

By: 
Name: Andrew J. Thomas
Title: Chief Executive Officer

SELLER PARTIES:

APPALACHIAN MOUNTAIN BREWERY, INC.,
a Florida corporation

By: _____
Name: Sean Spiegelman
Title: CEO

FARMTOFLAME, LLC,
a North Carolina limited liability company

By: _____
Name: Sean Spiegelman
Title: Authorized Signatory

APPALACHIAN MOUNTAIN BREWERY, LLC,
a North Carolina limited liability company

By: _____
Name: Sean Spiegelman
Title: Authorized Signatory

APPALACHIAN MOUNTAIN BREWERY MARKETING, LLC,
a North Carolina limited liability company

By: _____
Name: Sean Spiegelman
Title: Authorized Signatory

IN WITNESS WHEREOF, the Seller Parties and Buyer have duly executed this Assignment of Intellectual Property Assets as of the Closing Date.

BUYER:

CRAFT BREW ALLIANCE, INC.,
a Washington corporation

By: _____
Name: Andrew J. Thomas
Title: Chief Executive Officer

SELLER PARTIES:

APPALACHIAN MOUNTAIN BREWERY, INC.,
a Florida corporation

By: _____
Name: Sean Spiegelman
Title: CEO

FARMTOFLAME, LLC,
a North Carolina limited liability company

By: _____
Name: Sean Spiegelman
Title: Authorized Signatory

APPALACHIAN MOUNTAIN BREWERY, LLC,
a North Carolina limited liability company

By: _____
Name: Sean Spiegelman
Title: Authorized Signatory

APPALACHIAN MOUNTAIN BREWERY MARKETING, LLC,
a North Carolina limited liability company

By: _____
Name: Sean Spiegelman
Title: Authorized Signatory

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS