# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM563546

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Port Brewing, LLC		01/31/2020	Limited Liability Company: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Clement Moore	
Street Address:	1103 Live Oak Ridge	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78746	
Entity Type:	INDIVIDUAL: UNITED STATES	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4552831	AGAVE MARIA

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 707-526-4200

idawson@cmprlaw.com Email:

John B. Dawson **Correspondent Name:** 

Address Line 1: 100 B Street, Suite 400

Address Line 4: Santa Rosa, CALIFORNIA 95401

NAME OF SUBMITTER: John B. Dawson **SIGNATURE:** /John B. Dawson/

**DATE SIGNED:** 02/24/2020

**Total Attachments: 2** 

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> **TRADEMARK** REEL: 006872 FRAME: 0968

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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 31, 2020 (the "Effective Date"), by and between Port Brewing, LLC, a California limited liability company ("Assigner"), and Clement Moore, an individual ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

#### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the trademark AGAVE MARIA in International Class 032 for "Beer," U.S. Reg. No. 4,552,831, for which it has a valid and subsisting U.S. federal registration and accrued certain rights through usage (collectively, the "Trademark"), and is the sole and exclusive owner of the business goodwill related to the Trademark and symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of its rights, title, and interest in the Trademark and all business goodwill related therewith.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee, as of the Effective Date, all of Assignor's rights, title, and interest in and to the Trademark, together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, the registration and all registration rights with respect to the Trademark, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademark provided by applicable laws, international treaties, conventions and otherwise, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.
- 2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- 3. The Parties hereby agree to do the following: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signatures on following page)

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR** 

**ASSIGNEE** 

Port Brewing, LLC, a California limited liability company

Clement Moore

Signature

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**RECORDED: 02/24/2020**