

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569910

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900540953

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InCommand LLC		03/16/2020	Limited Liability Company: OHIO
CMB Cincinnati, LLC		03/16/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Cincinnati Beverage Company
Street Address:	850 New Burton Road, SUITE 201
City:	Kent
State/Country:	DELAWARE
Postal Code:	19904
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	5699044	THE BEER THAT BUILT CINCINNATI
Registration Number:	5570903	HENRY WIELERT'S
Registration Number:	4822810	WIENERWURST MIKE
Registration Number:	4337453	BOCKFEST
Registration Number:	4298737	CLYFFSIDE BREWING CO.
Registration Number:	4289607	RED TOP BEER
Registration Number:	4286556	ELM STREET BREWERY
Registration Number:	4298738	CHRISTIAN BOSS & CO. BREWERY
Registration Number:	4286555	NIEHAUS & KLINCKHAMER PARK BREWERY
Registration Number:	4286554	DAVIS EMBREE
Registration Number:	4283523	HERANCOURT BREWING
Registration Number:	4283522	GAMBRINUS-STOCK BREWING
Registration Number:	4272810	GEORGE WEBER JACKSON BREWING CO
Registration Number:	4238491	JOHN HAUCK
Registration Number:	4238490	JOHN BRUCKMANN
Registration Number:	4238489	SCHALLER & SCHIFF EAGLE BREWERY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4238488	JUNG BREWING COMPANY
Registration Number:	4228006	GERKE BREWING COMPANY
Registration Number:	4187661	WINDISCH-MUHLHAUSER
Registration Number:	4184095	KLOTTER & SOHN BREWING CO.
Registration Number:	4116351	AMERICA'S GREAT SMALL BREWERY
Registration Number:	4084678	HUDEPOHL
Registration Number:	4621601	FASHIONBREW
Registration Number:	4553455	FELSEN BRAU
Registration Number:	4438802	MOERLEIN OTR
Registration Number:	4438801	MOERLEIN OTR OVER THE RHINE ALE
Registration Number:	4438800	OVER THE RHINE ALE
Registration Number:	4438799	OTR
Registration Number:	4042713	BURGER
Registration Number:	3845021	MOERLEIN
Registration Number:	2939268	SCHOENLING
Registration Number:	2892961	CHRISTIAN MOERLEIN
Registration Number:	1136375	DELIGHT
Registration Number:	1136374	HUDY
Registration Number:	0683397	14K
Registration Number:	0577292	HUDEPOHL
Registration Number:	0992664	LITTLE KINGS

CORRESPONDENCE DATA

Fax Number: 3177133699

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: 3177133531

Email: khardy@taftlaw.com

Correspondent Name: Kristin H. Hardy

Address Line 1: One Indiana Square, Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	CHA24/GN001
NAME OF SUBMITTER:	Kristin H. Hardy
SIGNATURE:	/Kristin H. Hardy/
DATE SIGNED:	04/01/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**IP Assignment**") is made as of March 16, 2020 (the "**Effective Date**") by CMB Cincinnati, LLC, an Ohio limited liability company ("**CMB**"), and InCommand LLC, an Ohio limited liability company ("**InCommand**"), and together with CMB, the "**Sellers**", and each individually, a "**Seller**", in favor of Cincinnati Beverage Company, a Delaware corporation (the "**Buyer**"), and the purchaser of certain assets of the Sellers pursuant to a certain Asset Purchase and Contribution Agreement dated as of the Effective Date among the Buyer, the Sellers, the member of CMB and the managing member of InCommand (the "**Purchase Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the terms of the Purchase Agreement, the Sellers are conveying, transferring, and assigning to the Buyer, among other assets, certain intellectual property of the Sellers, and have agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT:

NOW THEREFORE, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers, and assigns to the Buyer all right, title, and interest in and to the following (collectively, the "**Assigned IP**"):

(a) all Intellectual Property and all of such Seller's right, title, and interest in, to, and under any Assumed Contracts relating to the Intellectual Property;

(b) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of the Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective 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.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the Effective Date, each Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, 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 or desirable to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Sellers and the Buyer with respect to the Assigned IP. 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 of this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of each Seller and its successors and assigns.

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


6. Counterparts; Facsimile. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same final IP Assignment. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLERS:

CMB CINCINNATI, LLC

By: 
Name: Gregory S. Hardman
Title: Manager

INCOMMAND LLC

By: 
Name: Gregory S. Hardman
Title: Manager

ACKNOWLEDGED AND AGREED BY BUYER:

CINCINNATI BEVERAGE COMPANY

By: _____
Name: John A. Woffington IV
Title: President and CEO

Signature Page of Intellectual Property Assignment

IN WITNESS WHEREOF, each Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLERS:

CMB CINCINNATI, LLC

By: _____

Name: Gregory S. Hardman

Title: Manager

INCOMMAND LLC

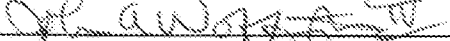
By: _____

Name: Gregory S. Hardman

Title: Manager

ACKNOWLEDGED AND AGREED BY BUYER:

CINCINNATI BEVERAGE COMPANY

By:  _____

Name: John A. Woffington IV

Title: President and CEO

Signature Page of Intellectual Property Assignment

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks and Service Marks - USPTO

	Word Mark	Serial Number	Registration Number
1.	THE BEER THAT BUILT CINCINNATI	87812122	5699044
2.	HENRY WIELERT'S	86570737	5570903
3.	WIENERWURST MIKE	86138096	4822810
4.	BOCKFEST	85615313	4337453
5.	CLYFFSIDE BREWING CO.	85295561	4298737
6.	RED TOP BEER	85295555	4289607
7.	ELM STREET BREWERY	85295600	4286556
8.	CHRISTIAN BOSS & CO. BREWERY	85295586	4298738
9.	NIEHAUS & KLINCKHAMER PARK BREWERY	85295578	4286555
10.	DAVIS EMBREE	85295571	4286554
11.	HERANCOURT BREWING	85295593	4283523
12.	GAMBRINUS-STOCK BREWING	85295589	4283522
13.	GEORGE WEBER JACKSON BREWING CO	85295630	4272810
14.	JOHN HAUCK	85295544	4238491
15.	JOHN BRUCKMANN	85295532	4238490
16.	SCHALLER & SCHIFF EAGLE BREWERY	85295523	4238489
17.	JUNG BREWING COMPANY	85295517	4238488
18.	GERKE BREWING COMPANY	85295547	4228006
19.	WINDISCH-MUHLHAUSER	85295582	4187661
20.	KLOTTER & SOHN BREWING CO.	85295620	4184095
21.	AMERICA'S GREAT SMALL BREWERY	85113132	4116351
22.	HUDEPOHL	85113133	4084678
23.	FASHIONBREW	85665238	4621601
24.	FELSEN BRAU	85615307	4553455
25.	MOERLEIN OTR	85787185	4438802
26.	MOERLEIN OTR OVER THE RHINE ALE	85787181	4438801
27.	OVER THE RHINE ALE	85787177	4438800
28.	OTR	85787174	4438799
29.	BURGER	77930076	4042713
30.	MOERLEIN	77930077	3845021
31.	SCHOENLING	76551770	2939268
32.	CHRISTIAN MOERLEIN	76551771	2892961
33.	DELIGHT	73204438	1136375
34.	HUDY	73204437	1136374
35.	14K	72057812	0683397
36.	HUDEPOHL	71625803	0577292
37.	LITTLE KINGS	72443203	0992664

Common Law Trademark and Service Marks (for use in connection with beer)

'77 Winter
14K
5th & Vine Oktoberfest Marzen
Ales Well That Ends Well
Altered (Pale Ale)
Amber Lager
Arnold's 1861
Barbarossa Dark (Ale)
Bay of Bengal
Beautiful View (Russian Imperial Stout)
Big Hazy
Big Piney
Canon of Shakesbeere
Christian Moerlein
Christian Moerlein Brewing Company
Christkindl Winter Warmer (Ale)
Cincinnati Beer Week
Cincinnati Convention Center Lager
Cincinnati Strongman
Das Uber Fest Lager
Eleven /162
Libation Porter
Little Kings Cream Ale
Mexican Style Lime Lager
Moerlein
Northern Liberties (India Pale Ale)
O.T.R. Ale
Original Bock
Original Lager
Over-the-Rhine Ale
Pacer Citra Pale Ale
Pineapple Upside Down Gose
Plum Street Wheat
Power Stoutage
Pure Lager
Purity Pils
Push Reel
Push Reel Pilsner
Red Hop Mess
Saengerfest
Saengerfest Maibock
Emancipator Doppelbock
Emancipator Doppelbock with Coffee
Et Tu Brew-Te
Exposition Vienna Style
FC Cincinnati Blood Orange IPA
FC Cincinnati Imperial Blood Orange IPA
Festival Bock
Fifteen / 166 Barrel Aged Seasonal Lager
Fifth & Vine
Friend of an Irishman
Friend of an Irishman Brewer's Stout
Gabrinus Stock Co's
Handlebar Double Stout
Helltown Rye-OT
Hostivit
Hudepohl Pure Lager
Hudepohl Summer Pils
Hudy Delight
Jet CVG German-Style Schwarzbier
K I Inversion Pilsner
Lager House Original Golden Helles
Schutzenfest Kolsch Ale
Se7en
Se7en Hefeweizen (Ale)
Seasonal Selection
Shiver Chai Spiced Porter
Shakesbeere
Small Batch Brew
Spacetime Hoppy Wheat Ale
Strawberry Banana Pig Ale
Strawberry Pig
Strawberry Pig Cream Ale
T-Bird
Third Wave IPA
Thirteen / 164
Thousand Weiss
Twelve / 163
Wild Hunt
Windisch Mulhauser Commemorative Lager
Winter Warmer
Zeppelin Bavarian Style (Pale Ale)