

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big River Breweries, Inc.		06/01/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Craft Brewery Group LLC		
Street Address:	3011 Armory Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5935040	A1A ALE WORKS	
Registration Number:	5686065	BIG RIVER	
Registration Number:	3581083	BIG RIVER BREWING COMPANY	
Registration Number:	2039664	BIG RIVER GRILLE & BREWING WORKS	
Registration Number:	3062780	BIG RIVER GRILLE & BREWING WORKS IRON HO	
Registration Number:	2237964	NEW WORLD CUISINE & FRESH BEER A1A ALE W	
Registration Number:	3253230	RAGTIME TAVERN	
Registration Number:	3414579	RED BRICK ALE	
Registration Number:	2557678	SEVEN BRIDGES GRILLE & BREWERY	
Registration Number:	3186816	SEVEN BRIDGES GRILLE & BREWERY	
Registration Number:	2332635	SOUTHERN FLYER LIGHT LAGER	
Registration Number:	2379311	SOUTHERN FLYER LIGHT LAGER	
Registration Number:	2341256	SWEET MAGNOLIA	
Registration Number:	2428447	SWEET MAGNOLIA AMERICAN BROWN ALE	
CORRESPONDENCE DATA			
Fax Number:	2027782201		
<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:	202-955-1500		

CH \$365.00 5935040

Email: TMDocketDC@HuntonAK.com
Correspondent Name: Erik C. Kane - Hunton Andrews Kurth LLP
Address Line 1: 2200 Pennsylvania Avenue, NW
Address Line 2: Suite 900
Address Line 4: Washington, D.C. 20037

ATTORNEY DOCKET NUMBER: 076787.0000226

NAME OF SUBMITTER: Erik C. Kane

SIGNATURE: /Erik Kane/

DATE SIGNED: 09/16/2020

Total Attachments: 6

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DEED OF ASSIGNMENT

This Assignment is effective as of June 1, 2020 by **BIG RIVER BREWERIES, INC.**, a company organized and existing under the laws of Tennessee, with an address at 8001 Arista Place, Broomfield, CO 80021 (“Assignor”), to and in favor of **CRAFT BREWERY GROUP LLC**, a company organized and existing under the laws of Delaware with offices at 3011 Armory Drive Nashville, TN 37204 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the copyrights, trademarks, trade dress and trade names listed in attached Schedule “A” as well as the goodwill appurtenant thereto and certain applications and registrations relating thereto (“Trademarks”);

WHEREAS, pursuant to the terms of that Asset Purchase Agreement (the “APA”), dated as of May 4, 2020, among Assignor, DBFLF CFTWE Holdings L.P., and the other parties thereto, Assignor represents and warrants that it has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all Liens (other than Permitted Liens and any Liens included in the Assumed Liabilities as defined in the APA); and

WHEREAS, Assignee wishes to acquire from Assignor all right, title and interest in and to the Trademarks in conjunction with a separate Asset Purchase Agreement governing Assignee’s acquisition of the entirety of Assignor’s business pertaining to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and the foregoing recitals forming a part hereof as though set out hereinbelow, Assignor hereby irrevocably assigns, sells, transfers, conveys, and grants to Assignee, in perpetuity, all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks including, without limitation, all common law rights in and to the Trademarks where ever located throughout the world; any registrations or applications for the Trademarks which may subsist; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, unfair competition, or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns, to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made. To the extent that this assignment includes a pending application(s) to register marks under section 1(b) of the Trademark Act (15 U.S.C. §1051(b)), Assignor and Assignee acknowledge that such assignment is an assignment to a successor to the business of the applicant, or portion thereof, to which the marks pertain, and that such business is ongoing and existing.

Assignor binds itself, as well as its successors, heirs, assigns and legal representatives to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by Assignee, its successors and assigns, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded with any appropriate government agencies.

The governing law of this Assignment shall be that of Delaware and all parties hereto hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware. If that court is unwilling or unable to hear such dispute then the federal or state courts located in New Castle County, Delaware shall have exclusive jurisdiction over such dispute. To the extent of any inconsistency between this Assignment and the APA, the APA shall control and prevail.

The undersigned individuals represent and warrant that each has the authority to act on behalf of and bind the party for which they are signing.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date hereof

Dated: June 1, 2020

BIG RIVER BREWERIES, INC., Assignor

By: _____

Name: Mark A. Smith

Title: Authorized Signatory

CRAFT BREWERY GROUP LLC, Assignee

By: _____

Name: Morgan J. McClure

Title: President

[Deed of Assignment -- Big River Breweries, Inc.]

TRADEMARK
REEL: 007054 FRAME: 0007


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date hereof

Dated: June 1, 2020

BIG RIVER BREWERIES, INC., Assignor

By: _____
Name: Mark A. Smith
Title: Authorized Signatory

CRAFT BREWERY GROUP LLC, Assignee

By:  _____
Name: Morgan J. McClure
Title: President

[Deed of Assignment – Big River Breweries, Inc.]



TRADEMARK
REEL: 007054 FRAME: 0008

SCHEDULE "A"

Trademarks and Trade Dress

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	A1A ALE WORKS	Words Only	5935040	IC 43: Restaurant services featuring a restaurant and brewpub serving food and beverages	Active
USA	BIG RIVER	Words Only	5686065	IC 32: Beer	Active
USA	BIG RIVER BREWING COMPANY	Words Only	3581083	IC 32: Beer, Ale	Lapsed 2019
USA	BIG RIVER GRILLE & BREWING WORKS	Words Only	2039664	IC 42: Restaurant services.	Active
USA	BIG RIVER GRILLE & BREWING WORKS IRON HORSE STOUT BREWED FRESH IN CHATTANOOGA & Design		3062780	IC 32: Ale	Active
USA	NEW WORLD CUISINE & FRESH BEER A1A ALE WORKS "WORTH CROSSING THE ROAD FOR!" & Design		2237964	IC 25: Clothing, namely, shirts and hats IC 42: Restaurant and brewery serving food and beverages featuring "New World Cuisine" and hand crafted ales for consumption on premises	Lapsed 2019
USA	RAGTIME TAVERN	Words Only	3253230	IC 43: Bar, restaurant and catering services	Active

[Deed of Assignment – Big River Breweries, Inc.]

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	RED BRICK ALE	Words Only	3414579	IC 32: Beer and ale	Lapsed 2018
USA	SEVEN BRIDGES GRILLE & BREWERY	Words Only	2557678	IC 42: Restaurant services	Active
USA	SEVEN BRIDGES GRILLE & BREWERY	Words Only	3186816	IC 43: Bar, restaurant and catering services	Active
USA	SOUTHERN FLYER LIGHT LAGER	Words Only	2332635	IC 32: Ale	Active
USA	SOUTHERN FLYER LIGHT LAGER & Design		2379311	IC 32: Ale	Active
USA	SWEET MAGNOLIA	Words Only	2341256	IC 32: Ale	Active
USA	SWEET MAGNOLIA AMERICAN BROWN ALE & Design		2428447	IC 32: Ale	Active

[Deed of Assignment – Big River Breweries, Inc.]