

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walnut Brewery, Inc.		06/01/2020	Corporation: COLORADO
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: 21			
Property Type	Number	Word Mark	
Registration Number:	3011226	CHICAGO GOLD	
Registration Number:	4944259	CHOPHOUSE & BREWERY	
Registration Number:	2531650	DENVER CHOPHOUSE & BREWERY	
Registration Number:	2573862	FIRE CHIEF ALE	
Registration Number:	3985064	HOP BOMB	
Registration Number:	4946332	HOPPY TONK HIGHWAY	
Registration Number:	4784520	IF YOU WANT IT DONE RIGHT, YOU HAVE TO B	
Registration Number:	2947995	LIQUID SUN	
Registration Number:	2669376	LUMPY DOG	
Registration Number:	2191866	ROCK BOTTOM	
Registration Number:	2011910	ROCK BOTTOM	
Registration Number:	2008296	ROCK BOTTOM BREWERY	
Registration Number:	1851179	ROCK BOTTOM BREWERY	
Registration Number:	3739431	ROCK BOTTOM MUG CLUB	
Registration Number:	2423152	ROCK BOTTOM RESTAURANT & BREWERY	
Registration Number:	2419035	ROCK BOTTOM RESTAURANT BREWERY	
Registration Number:	2408037	SING SING	
Serial Number:	88745620	WICKED ELF	
Registration Number:	2357333	WALNUT BREWERY	

CH \$540.00 3011226

Property Type	Number	Word Mark
Registration Number:	2013607	YOU'VE HIT ROCK BOTTOM
Registration Number:	1851178	YOU'VE HIT ROCK BOTTOM

CORRESPONDENCE DATA

Fax Number: 2027782201

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: 202-955-1500

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: 7

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DEED OF ASSIGNMENT

This Assignment is effective as of June 1, 2020 by **WALNUT BREWERY, INC.**, a Colorado corporation with an address at 8001 Arista Place Suite 500 Broomfield, CO 80027 (“Assignor”), to and in favor of **CRAFT BREWERY GROUP LLC**, a limited liability corporation 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.

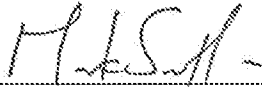
[Signature page follows]

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

Dated: June 1, 2020

WALNUT BREWERY, INC. Assignor

By:


.....

Name: Mark A. Smith

Title: Authorized Signatory

CRAFT BREWERY GROUP LLC, Assignee

By:

.....

Name: Morgan J. McClure

Title: President

[Signature Page to Deed of Assignment - Walnut Brewery, Inc.]

TRADEMARK
REEL: 007054 FRAME: 0079

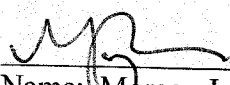
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Dated: June 1, 2020

WALNUT BREWERY, INC. Assignor

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

CRAFT BREWERY GROUP LLC, Assignee

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


[Signature Page to Deed of Assignment - Walnut Brewery, Inc.]

SCHEDULE "A"

Trademarks and Trade Dress

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	CHICAGO GOLD	Words only	3011226	IC 32: Beer	Active
USA	CHOPHOUSE & BREWERY		4944259	IC 43: Bar and restaurant services	Active
USA	DENVER CHOPHOUSE & BREWERY	Words only	2531650	IC 42: Restaurant and bar services	Active
USA	FIRE CHIEF ALE	Words only	2573862	IC 32: Beer	Active
USA	HOP BOMB	Words only	3985064	IC 32: Beer	Active
USA	HOPPY TONK HIGHWAY	Words only	4946332	IC 32: Beer	Active

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	IF YOU WANT IT DONE RIGHT, YOU HAVE TO BREW IT YOURSELF.	Words only	4784520	IC 43: Restaurant services featuring sit-down service of food and take-out; bar services and brewpub services	Active
USA	LIQUID SUN	Words only	2947995	IC 32: Beer	Active
USA	LUMPY DOG	Words only	2669376	IC 32: Beer	Active
USA	ROCK BOTTOM	Words only	2191866	IC 21: Beverage glassware IC 25: Clothing, namely, t-shirts, hats, jackets, sweat shirts, and button down shirts	Active
USA	ROCK BOTTOM	Words only	2011910	IC 42: Restaurant and bar services	Active
USA	ROCK BOTTOM BREWERY	Words only	2008296	IC 42: Bar services	Active
USA	ROCK BOTTOM BREWERY	Words only	1851179	IC 42: Restaurant services	Active

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	ROCK BOTTOM MUG CLUB	Words only	3739431	IC 35: Customer loyalty services for commercial, promotional and/or advertising purposes; providing incentive award programs for customers through the issuance and processing of loyalty coupons or discounts for frequent use of participating businesses	Active
USA	ROCK BOTTOM RESTAURANT & BREWERY	Words only	2423152	IC 42: Restaurant and bar services	Active
USA	ROCK BOTTOM RESTAURANT BREWERY & Design		2419035	IC 42: Restaurant and bar services	Active
USA	SING SING	Words only	2408037	IC 42: Restaurant and lounge services	Active
USA	WICKED ELF	Words only	88745620 (serial #)	IC 43: Restaurant services featuring food and beverages	Pending application
USA	WALNUT BREWERY	Words only	2357333	IC 42: Restaurant and bar services	Lapsed
USA	YOU'VE HIT ROCK BOTTOM	Words only	2013607	IC 42: Bar services	Active
USA	YOU'VE HIT ROCK BOTTOM	Words only	1851178	IC 42: Restaurant services	Active