

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oregon Brewing Company		09/30/2020	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coulter Ventures, LLC		
<b>Street Address:</b>	545 E 5th Avenue		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43201		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90220600	ROGUE	
<b>Registration Number:</b>	3365653	ROGUE	
<b>Registration Number:</b>	4229601	ROGUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124635001		
<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>			
<b>Phone:</b>	312-463-5000		
<b>Email:</b>	bwptotm@bannerwitcoff.com		
<b>Correspondent Name:</b>	Anna King		
<b>Address Line 1:</b>	Banner & Witcoff, Ltd.		
<b>Address Line 2:</b>	71 South Wacker Drive, Suite 3600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	008893.00311		
<b>NAME OF SUBMITTER:</b>	Anna King		
<b>SIGNATURE:</b>	/Anna King/		
<b>DATE SIGNED:</b>	10/09/2020		
<b>Total Attachments: 3</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, Oregon Brewing Company, an Oregon corporation, having a principal place of business at 2320 SE OSU Drive, Newport, Oregon 97365 (“OBC”), claims ownership of common law and registered rights in the mark ROGUE, including in connection with

- apparel, including t-shirts, sweatshirts, and hats including U.S. Trademark Registration No. 3,365,653 (the “‘653 Registration”) and U.S. Trademark Application Serial No. 90220600 (the “‘600 Application”); and
- event services, including arranging, conducting, organizing and sponsoring live exhibitions and festivals featuring food, beverages, music and entertainment, organization of recreational events, namely, contests, events and games, and arranging and conducting live entertainment exhibitions in the nature of festivals featuring breweries and distilleries and their products, including U.S. Trademark Registration No. 4,229,601 (the “‘601 Registration”)

(OBC’s common law and registered rights in the mark ROGUE for apparel and event services as described in the two bullets above are referred to collectively herein as the “ROGUE Mark for Apparel and Events”);

WHEREAS, OBC is the record owner of the ‘653 Registration, which registered on January 8, 2008, the ‘601 Registration, which registered on October 23, 2012, and the ‘600 Application, which was filed on September 29, 2020;

WHEREAS, pursuant to a Confidential Settlement Agreement between OBC and Coulter Ventures, LLC, d/b/a Rogue Fitness, an Ohio limited liability company, having a principal place of business at 545 East Fifth Avenue, Columbus, Ohio 43212 (“RF”), OBC assigned all rights, title, and interest in and to the ROGUE Mark for Apparel and Events and the goodwill of the business symbolized thereby to RF (hereafter, the “Agreement”);

WHEREAS, the Parties desire to confirm herewith the terms of the assignment from OBC to RF;

CONFIDENTIAL | A-1

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, OBC hereby confirms the terms of the Agreement in which it assigned, transferred, and conveyed to RF all of its rights, title, and interest in and to the ROGUE Mark for Apparel and Events and the goodwill of the business symbolized thereby, including the '653 Registration, the '601 Registration, and the '600 Application.

OBC further confirms the assignment to RF of all right to sue for and receive all remedies, including damages, accruing from past infringements of the rights herein assigned.

This Assignment shall be binding upon the Parties, their successors, and/or assigns. This Assignment confirms that the Effective Date of this Assignment is the Effective Date of the Agreement.

**Oregon Brewing Company**

**Coulter Ventures, LLC, d/b/a Rogue Fitness**

By: Dharma Tamm

By: \_\_\_\_\_

Name: DHARMA TAMM

Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Date: 09/30/2020

Date: \_\_\_\_\_

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, OBC hereby confirms the terms of the Agreement in which it assigned, transferred, and conveyed to RF all of its rights, title, and interest in and to the ROGUE Mark for Apparel and Events and the goodwill of the business symbolized thereby, including the '653 Registration, the '601 Registration, and the '600 Application.

OBC further confirms the assignment to RF of all right to sue for and receive all remedies, including damages, accruing from past infringements of the rights herein assigned.

This Assignment shall be binding upon the Parties, their successors, and/or assigns. This Assignment confirms that the Effective Date of this Assignment is the Effective Date of the Agreement.

**Oregon Brewing Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Coulter Ventures, LLC, d/b/a Rogue Fitness**

By:  \_\_\_\_\_

Name: KEVIN ANELLER

Title: GENERAL COUNSEL

Date: 9/30/20

CONFIDENTIAL | A-2