

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Harpeth Brewing, LLC		10/09/2020	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	R.S. Lipman Brewing Company, LLC		
Street Address:	411 GREAT CIRCLE RD		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37228-1403		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4552135	LITTLE HARPETH BREWING	
Registration Number:	5872171	LITTLE HARPETH BREWING	
Serial Number:	88209633	CHICKEN SCRATCH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6152523811		
Email:	tcapria@bradley.com		
Correspondent Name:	Timothy L. Capria		
Address Line 1:	1600 DIVISION STREET, SUITE 700		
Address Line 4:	NASHVILLE, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	057080-401010		
NAME OF SUBMITTER:	Timothy L. Capria		
SIGNATURE:	/Timothy L. Capria/		
DATE SIGNED:	10/19/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of October 9, 2020, is made by Little Harpeth Brewing, LLC, a Tennessee limited liability company (“**Seller**”), in favor of R.S. Lipman Brewing Company, LLC, a Tennessee limited liability company (“**Purchaser**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Purchaser, on the one hand, and Seller, on the other, dated as of October 9, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

LITTLE HARPETH BREWING, LLC,
a Tennessee limited liability company

By:
Name:
Title:


Michael Kwag
Founder/CEO

AGREED TO AND ACCEPTED:

R.S. LIPMAN BREWING COMPANY, LLC,
a Tennessee limited liability company

By:
Name:
Title:

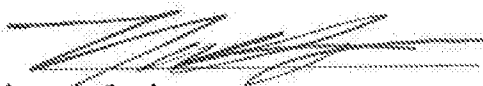
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

LITTLE HARPETH BREWING, LLC,
a Tennessee limited liability company

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

R.S. LIPMAN BREWING COMPANY, LLC,
a Tennessee limited liability company

By: 
Name: Robert S. Lipman
Title: Chairman & CEO

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
LITTLE HARPETH BREWING	U.S.	4,552,135	June 17, 2014
LITTLE HARPETH BREWING	U.S.	5,872,171	October 1, 2019

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
CHICKEN SCRATCH	U.S.	N/A	88/209,633	November 28, 2018