

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW HOLLAND BREWING COMPANY, LLC		02/22/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	NEW HOLLAND IP, LLC		
Street Address:	200 OTTAWA AVENUE, NW		
City:	GRAND RAPIDS		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4860792	MISCHIEVOUS	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	248-433-7200		
Email:	KHOPF@DICKINSONWRIGHT.COM		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	2600 WEST BIG BEAVER		
Address Line 2:	SUITE 300		
Address Line 4:	TROY, MICHIGAN 48084		
NAME OF SUBMITTER:	CRAIG A. PHILLIPS		
SIGNATURE:	/CRAIG A. PHILLIPS/		
DATE SIGNED:	11/05/2020		
Total Attachments: 13			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), is made by New Holland Brewing Company, L.L.C. (“**Assignor**”), a Michigan limited liability company having an address of 684 Commerce Court, Holland, Michigan 49424, in favor of New Holland IP, LLC (“**Assignee**”), a Michigan Limited Liability Company, having a registered address of 200 Ottawa Ave., NW, Grand Rapids, MI 49503.

WHEREAS, Assignor under the terms of a License Agreement dated February 22, 2018 (the “**License Agreement**”) assigned to Assignee, and licensed back all trademarks of Assignor, including but not limited to the trademarks listed in Schedules below, and whereas Assignor has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration for the execution of the License Agreement, the payment of the consideration stipulated in the License Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to all trademarks owned by the Assignor, and the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor 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 and/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. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the License Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the License 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 License Agreement and the terms hereof, the terms of the License 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 to be 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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

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

Assignor:
NEW HOLLAND BREWING COMPANY, L.L.C.,
a Michigan Limited liability company

Assignee:
NEW HOLLAND IP, LLC,
a Michigan limited liability company

By: 
Brett VanderKamp, sole Manager

By: 
Brett VanderKamp, sole Manager

2/22/2018
Date

2/22/2018
Date

SCHEDULE A

Mark	Country	App. No.	Reg. No.	App. Date	Reg. Date	Good and Services	Status
LAKE LIFE	US	87729360		20-DEC-2017		INT CL. 32 BEER INT CL. 33 DISTILLED SPIRITS AND WINE	Pending
NEW HOLLAND ARTISAN SPIRITS	US	85372707	4111583	15-JUL-2011	13-MAR-2012	INT. CL. 33 DISTILLED SPIRITS INT. CL. 40 SPIRITS DISTILLERY SERVICES	Registered
NEW HOLLAND ARTISAN SPIRITS	US	85372721	4111584	15-JUL-2011	13-MAR-2012	INT. CL. 33 DISTILLED SPIRITS INT. CL. 40 SPIRITS DISTILLERY SERVICES	Registered
NEW HOLLAND BREWING	US	85327544	4095799	23-MAY-2011	07-FEB-2012	INT. CL. 32 BEER INT. CL. 40 BREWERY SERVICES AND DISTILLING SERVICES	Registered

NEW HOLLAND BREWING (Logo)	US	8515392	4072859	14-OCT-2010	20-DEC-2011	INT. CL. 32 BEER INT. CL. 40 BREWERY SERVICES AND DISTILLING SERVICES	Registered
STOP & TASTE	US	86398929	4727645	18-SEP-2014	28-APR-2015	INT. CL. 32 BEER INT. CL. 33 SPIRITS INT. CL. 41 ARRANGING, ORGANIZING, CONDUCTING, AND HOSTING SOCIAL ENTERTAINMENT EVENTS INT. CL. 43 RESTAURANT, BAR AND CATERING SERVICES	Registered
ART OF CHAOS	US	86955224		28-MAR-2016		INT. CL. 32 BEER	Abandoned-after inter-partes decision
ART IN FERMENTED FORM	US	85390747	4080307	05-AUG-2011	03-JAN-2012	INT. CL. 32 BEER	Registered

BALTIC ANOMALY HONEY PORTER	US	8737908 1		21- MAR- 2017		INT. CL. 32 BEER	Pending Intent to Use Suspension letter - mailed
BLUE SUNDAY	US	8526932 7	3998297	17- MAR- 2011	19-JUL- 2011	INT. CL. 32 BEER	Registered
CABIN FEVER	US	7747416 2		14- MAY- 2008		INT. CL. 32 BEER	Abandoned
CELLAR SERIES	US	8526936 6		17- MAR- 2011		INT. CL. 32 BEER	Abandoned
CREATIVE PEOPLE REMARKABL E RESULTS	US	8539073 3	4080305	05- AUG- 2011	03-JAN- 2012	INT. CL. 32 BEER	Registered
DANK JEWEL	US	8732520 0		06-FEB- 2017		INT. CL. 32 BEER	Pending Intent to Use
DRAGON'S MILK	US	7747414 3	3735714	14- MAY- 2008	12-JAN- 2010	INT. CL. 32 BEER	Registered
DRAGON'S MILK	Canada	1712266	TMA94 8578	12-JAN- 2015	07-SEP- 2016	INT. CL. 32 BEER	Registered (CA)
EASY GOSE IT Cross References: EASY DOES	US	8754675 3		28-JUL- 2017		INT. CL. 32 BEER	Pending Intent to Use: Suspension letter - mailed

IT, EASY GOES IT							
EASY GOSIN' GOSE Cross References: EASY GOOSING GOSE	US	8747883 9		07-JUN-2017		INT. CL. 32 BEER	Pending Intent to Use Suspension letter - mailed
ENVIOUS	US	8526976 9	3998298	17-MAR-2011	19-JUL-2011	INT. CL. 32 BEER	Registered
EXTRA TIME	US	8704271 7	5162890	19-MAY-2016	14-MAR-2017	INT. CL. 32 BEER	RegisteredUSPTO
FULL CIRCLE	US	7747408 4	3878432	14-MAY-2008	23-NOV-2010	INT. CL. 32 BEER	Registered
GOLDEN CAP	US	8526922 5	3998296	17-MAR-2011	19-JUL-2011	INT. CL. 32 BEER	Registered
HIGH GRAVITY SERIES	US	8526933 7		17-MAR-2011		INT. CL. 32 BEER	Abandoned-express
HOPIVORE	US	8620492 5	4613361	26-FEB-2014	30-SEP-2014	INT. CL. 32 BEER	Registered

HOPTRONIX	US	8704272 6	5102137	19- MAY- 2016	13- DEC- 2016	INT. CL. 32 BEER	Registered
ICHABOD	US	7747415 1	3553859	14- MAY- 2008	30- DEC- 2008	INT. CL. 32 BEER	Registered
IMPERIAL HATTER	US	8526931 1	4022888	17- MAR- 2011	06-SEP- 2011	INT. CL. 32 BEER, EXCLUDIN G IMPERIAL STOUT	Registered
INCORRIGIBL E	US	8620493 2	4613362	26-FEB- 2014	30-SEP- 2014	INT. CL. 32 BEER	Registered
INTO THE WOODS	US	8620490 2	4609772	26-FEB- 2014	23-SEP- 2014	INT. CL. 32 BEER	Registered
KOURAGE ALE Cross References: COURAGE ALE	State		M01979		27-FEB- 1998	Beer, ale and malt beverages State Class(es): 48	Renewed (Registered) (MI)

KRAANBERRY BELGIAN DUBBEL Cross References: CRANBERRY BELGIAN DUBBEL, CRANBERRY BELGIAN DOUBLE	US	8737154 7		15- MAR- 2017		INT. CL. 32 BEER	Abandoned
LOST DUNE	US	8683015 0	5024185	24- NOV- 2015	16- AUG- 2016	INT. CL. 32 BEER	Registered
MAD HATTER	US	7747413 7	3762096	14- MAY- 2008	23- MAR- 2010	INT. CL. 32 BEER	Registered
MISCHIEVOUS	US	8639874 3	4860792	18-SEP- 2014	24- NOV- 2015	INT. CL. 32 BEER	Registered
MONKEY KING SAISON Translation: MONKEY KING SEASON	US	8620491 5	4662337	26-FEB- 2014	30- DEC- 2014	INT. CL. 32 BEER	Registered
NEW HOLLAND BREWING	State		M07761		18- OCT- 2007	Beer, ale and malt beverages State Class(es): 48	Registered (MI)
NEW HOLLAND BREWING CO	State		M01918		27-FEB- 1998	Beer, ale and malt beverages State Class(es): 48	Renewed (Registered) (MI)

NIGHT TRIPPER	US	8684379 3	5003125	09- DEC- 2015	19-JUL- 2016	INT. CL. 32 BEER	Registered
PALEOOZA	US	8620493 7	4613363	26- FEB- 2014	30-SEP- 2014	INT. CL. 32 BEER	Registered
PALEOOZA ALE Cross References: PALOOZA ALE	State		M01919		27-FEB- 1998	Beer, ale and malt beverages State Class(es): 48	Renewed (Registered) (MI)
PASSION BLASTER	US	8754677 9		28-JUL- 2017		INT. CL. 32 BEER	Pending Intent to Use
PILGRIM'S DOLE Cross References: PILGRIMS DOLE	US	8620488 7	4609771	26-FEB- 2014	23-SEP- 2014	INT. CL. 32 BEER	Registered
RISE OF CHAOS	US	8695322 2		25- MAR- 2016		INT. CL. 32 BEER	Abandoned-after inter-partes decision
SUN DOG	US	7747410 4	3553857	14- MAY- 2008	30- DEC- 2008	INT. CL. 32 BEER	Registered
SUPER BEAR HONEY BAL TIC PORTER	US	8737153 5		15- MAR- 2017		INT. CL. 32 BEER	Abandoned

TANGERINE SPACE MACHINE	US	8745148 2		16- MAY- 2017		INT. CL. 32 BEER	Pending Intent to Use
TASMANIAN HATTER	US	8639874 9	4810105	18-SEP- 2014	08-SEP- 2015	INT. CL. 32 BEER	Registered
THE CARHARTT WOODSMAN	US	8662187 6	4867028	07- MAY- 2015	08- DEC- 2015	INT. CL. 32 BEER	Registered
THE POET	US	7474124	3553858	14- MAY- 2008	30- DEC- 2008	INT. CL. 32 BEER	Registered
THE WOODSMAN	US	8620491 0	4871292	26-FEB- 2014	15- DEC- 2015	INT. CL. 32 BEER	RegisteredUSPTO
WHITE HATTER	US	8620491 8	4613360	26-FEB- 2014	30-SEP- 2014	INT. CL. 32 BEER	Registered
WONDER- BOOGIE Cross References: WONDER BOOGIE	US	8674210 7		31- AUG- 2015		INT. CL. 32 BEER	Pending Intent to Use
XTRA TIME Cross References: EXTRA TIME	US	8749100 5		15-JUN- 2017		INT. CL. 32 BEER	Pending Intent to Use

ZOOMER	US	7747417 4	3553862	14- MAY- 2008	30- DEC- 2008	INT. CL. 32 BEER	Registered
BLACKBIRD	US	8732812 8		08-FEB- 2017		INT. CL. 33 DISTILLED SPIRITS	Abandoned
BEER BARREL BOURBON	US	8620489 4	4783620	26-FEB- 2014	28- JUL- 2015	INT. CL. 33 SPIRITS	Registered Supplemental Register
BEER BARREL BOURBON	Canada	1709159	TMA93 6418	30- DEC- 2014	28- APR- 2016	INT. CL. 33 Spirits, Namely Bourbon	Registered (CA)
BLUE HAVEN	US	8680343 1	5065747	29- OCT- 2015	18- OCT- 2016	INT. CL. 33 GIN	Registered
BREWERS' WHISKEY Cross References: BREWERS WHISKEY	US	8538865 5	4148075	03- AUG- 2011	22- MAY- 2012	INT. CL. 33 DISTILLED SPIRITS	Registered
BRIXX BARREL GIN Cross References: BRICKS BARREL GIN	US	8680342 6	5065746	29- OCT- 2015	18- OCT- 2016	INT. CL. 33 GIN	Registered
CLOCKWORK ORANGE Cross References: CLOCK WORK ORANGE	US	8538865 8	4298887	03- AUG- 2011	05- MAR- 2013	INT. CL. 33 DISTILLED SPIRITS	Registered

DUTCHESS	US	8537271 4	4080278	15-JUL- 2011	03-JAN- 2012	INT. CL. 33 DISTILLED SPIRITS	Registered
FRESHWATER RUM	US	8521199 0	4098063	06-JAN- 2011	14-FEB- 2012	INT. CL. 33 DISTILLED SPIRITS	Registered
HATTER ROYALE Translation: HATTER ROYAL	US	8522004 6	4025479	18-JAN- 2011	13-SEP- 2011	INT. CL. 33 DISTILLED SPIRITS	Registered
HOPQUILA	US	8522003 3		18-JAN- 2011		INT. CL. 33 DISTILLED SPIRITS	Abandoned after inter-partes decision
KNICKERBOCKER GIN	US	8522004 1		18-JAN- 2011		INT. CL. 33 DISTILLED SPIRITS	Abandoned-express
PITCHFORK WHEAT	US	8639875 5	4914683	18-SEP- 2014	08- MAR- 2016	INT. CL. 33 SPIRITS DISTILLED IN WHOLE OR IN PART FROM WHEAT	Registered
RUST BELT WHISKEY Cross References: RUST BELT WHISKY	US	8737060 9		14- MAR- 2017		INT. CL. 33 WHISKEY	Pending Intent to Use USPTO Status: Suspension letter mailed
STARLING	US	8732813 8		08-FEB- 2017		INT. CL. 33 DISTILLED SPIRITS	Pending (Published) Intent to Use

THE SPIRITED LIFE DESERVES A SPIRITED DRINK	US	8539074 0	4080306	05- AUG- 2011	03-JAN- 2012	INT. CL. 33 DISTILLED SPIRITS	Registered
ZEPPELIN BEND	US	8522002 8		18-JAN- 2011		INT. CL. 33 DISTILLED SPIRITS	Abandoned-express

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