

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610678

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900581439

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Structured Solutions, Inc.		11/10/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Full Circle Brewing Co. LTD. LLC
<b>Street Address:</b>	620 F. Street
<b>City:</b>	Fresno
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93706
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4577589	SONOMA CIDER CERTIFIED ORGANIC HEALDSBUR
Registration Number:	4530999	SONOMA CIDER CERTIFIED ORGANIC APPLE THE
Registration Number:	4989015	SONOMA CIDER CERTIFIED ORGANIC BOURBON T
Registration Number:	4726125	SONOMA CIDER CERTIFIED ORGANIC PEAR THE
Registration Number:	4519360	THE HATCHET
Registration Number:	5042006	THE WIMBLE
Registration Number:	4961255	THE PULLEY
Registration Number:	4961253	THE CROWBAR
Registration Number:	4808440	THE WASHBOARD
Registration Number:	4710397	THE PITCHFORK

## CORRESPONDENCE DATA

Fax Number: 5594471042

*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: 5594471837

Email: richard@fresnopatentlaw.com

Correspondent Name: Richard A. Ryan

Address Line 1: 516 W. Shaw Avenue, Suite 200

Address Line 4: Fresno, CALIFORNIA 93704

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1248.01
<b>NAME OF SUBMITTER:</b>	Richard A. Ryan
<b>SIGNATURE:</b>	/Richard A. Ryan/
<b>DATE SIGNED:</b>	11/24/2020
<b>Total Attachments: 3</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (hereinafter, the "Assignment Agreement") is made and entered into as of the last date executed below by and between STRUCTURED SOLUTIONS, INC., a Delaware corporation (hereinafter, the "Assignor"), solely in its capacity as the Assignee for SONOMA BEVERAGE WORKS, INC., a now-defunct California corporation (hereinafter, the "Seller") and FULL CIRCLE BREWING CO. LTD. LLC, a California limited liability company (hereinafter, the "Assignee"). Collectively, the Assignor and Assignee are referred to as the "Parties".

Whereas, the Assignor acquired all of the tangible and intangible assets of the Seller (hereinafter, the Seller's Assets) pertaining to its cider and related beverages, including all of the registered and unregistered trademarks associated therewith (hereinafter, the "Trademarks") and all of the recipes, artwork, sales information, social media addresses and passwords, wholesale customers, and contact information of historical vendors of the Seller for purposes of selling such Seller's Assets.

Whereas, Assignee acquired certain of the Seller's Assets from the Assignor in an Asset Purchase Agreement that was entered into between the Parties on June 15, 2020 (hereinafter, the "Asset Purchase Agreement"), which assets included the Trademarks and all of the recipes, artwork, sales information, social media addresses and passwords, wholesale customers, and contact information of historical vendors of the Seller.

Whereas, upon closing of the Asset Purchase Agreement, the Assignee became the owner of the Trademarks that formerly were owned by the Seller and Assignor.

Whereas, the Seller and Assignor intended to and did transfer the entire ownership of the Trademarks, including all of the goodwill related thereto, and all rights in and to the Trademarks, including the right to claim priority thereto, to the Assignee.

Whereas, in conjunction with the Asset Purchase Agreement, the Parties desire this Assignment Agreement to formalize and complete the transfer of the Trademarks from Assignor to Assignee and to allow the Assignee to record this Assignment Agreement, instead of the Asset Purchase Agreement, with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, in consideration of the terms set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Trademarks. As set forth in the Asset Purchase Agreement, the Assignor sold the Trademarks set forth on Exhibit I Schedule of Assigned Trademarks (included herewith) to the Assignee pursuant to the terms Asset Purchase Agreement and, as such, the Assignee is the owner of the Trademarks.


2. Assignment of Trademarks. As intended by the Parties, the Assignor did and hereby does wholly assign to Assignee all of its then existing and future right, title and interest in and to each of the Trademarks, including without limitation, all of the goodwill associated with each of the Trademarks, claims to priority of use of the Trademarks and the right to file for trademark protection in any country foreign to the United States based on priority to the Trademarks.

3. No Conflicting Grants. Assignor hereby covenants and represents that it has the right to grant this assignment and has not granted to any other person, firm, corporation or any other entity (other than Assignee) any right, license or privilege of any kind relating to the rights to the Trademarks which are assigned herein.

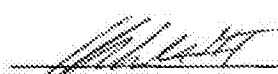
4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

5. Further Assistance. By signing below, the Assignor further covenants that Assignee will, upon Assignee's request, be promptly provided with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Assignor and that Assignor will testify as to the same in any litigation or proceeding related thereto and that Assignor will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments or affidavits that are required or beneficial to apply for, obtain, maintain, register and/or enforce any of the Trademarks or any foreign applications related thereto which are deemed necessary or desirable by Assignee to carry out the purposes this Assignment Agreement.

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment Agreement on the date specified below.

Assignor:   
Phillip Von Burg,  
Structured Solutions, Inc. (as assignee of Seller  
Sonoma Beverage Works, Inc.)

11/10/20  
Date

Assignee:   
Arthur Moye, CEO  
Full Circle Brewing Co., LTD. LLC

11/12/20  
Date

EXHIBIT I

SCHEDULE OF ASSIGNED TRADEMARKS

<u>No.</u>	<u>TRADEMARK</u>	<u>USPTO IDENTIFICATION NO.</u>		<u>LIVE/DEAD STATUS*</u>
		<u>REGISTRATION</u>	<u>APPLICATION</u>	
1	Sonoma Cider Certified Organic Healdsburg, CA (w/design)	4,577,589	86/080,235	Live
2	Sonoma Cider Certified Organic Apple the Hatchet (w/design)	4,530,999	86/080,224	Live
3	Sonoma Cider Certified Organic Bourbon the Anvil (w/design)	4,989,015	86/080,216	Live
4	Sonoma Cider Certified Organic Pear the Pitchfork (w/design)	4,726,125	86/079,052	Live
5	The Hatchet	4,519,360	86/079,018	Live
6	The Wimble	5,042,006	86/528,803	Live
7	The Pulley	4,961,255	86/528,764	Live
8	The Crowbar	4,961,253	86/528,701	Live
9	The Washboard	4,808,440	86/528,780	Live
10	The Pitchfork	4,710,397	86/079,007	Live
11	The Maul	N/A	86/528,661	Dead
12	The Awl	N/A	86/528,661	Dead
13	Sonoma Cider	N/A	86/004,836	Dead

\* Live/Dead Status refers to whether the registration/application is currently valid or not.