

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633552

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900591638

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barfly Ventures, LLC		10/26/2020	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Project Barfly LLC
Street Address:	3400 Carlisle Street, Suite 430
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5087612	BEER RIGHT MEOW
Registration Number:	5992223	COSMIK FRIES
Registration Number:	1908008	GRAND RAPIDS BREWING COMPANY
Registration Number:	3678174	HOPCAT
Registration Number:	5087611	HOPCAT
Registration Number:	5087610	HOPCAT
Registration Number:	3703885	HOPCAT
Registration Number:	5004388	INSPIRATION THROUGH FERMENTATION
Registration Number:	5305364	IRISH ON IONIA
Registration Number:	5264471	PRETZEL NUGGZ
Registration Number:	5330976	THE HOPCAT .1K
Registration Number:	5262183	TIKICAT
Serial Number:	88871478	CRACK FRIES

CORRESPONDENCE DATA

Fax Number:

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.

Email: aprilwhite@paulhastings.com
Correspondent Name: April White
Address Line 1: 4747 Executive Dr. 12th Floor
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 46970.00002

NAME OF SUBMITTER: April White

SIGNATURE: /April White/

DATE SIGNED: 03/22/2021

Total Attachments: 7

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BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the Amended and Restated Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of October 22, 2020, by and among BARFLY VENTURES, LLC ("BarFly Ventures"), individually and as Sellers' Rep; 9 VOLT, LLC; 50 AMP FUSE, LLC; EL BREWPUB, LLC; GRBC HOLDINGS, LLC; HOPCAT-ANN ARBOR, LLC; HOPCAT-CHICAGO, LLC; HOPCAT-CONCESSIONS, LLC; HOPCAT-DETROIT, LLC; HOPCAT-GR BELTLINE, LLC; HOPCAT-HOLLAND, LLC; HOPCAT-INDIANAPOLIS, LLC; HOPCAT-KALAMAZOO, LLC; HOPCAT-KANSAS CITY, LLC; HOPCAT-LEXINGTON, LLC; HOPCAT-LINCOLN, LLC; HOPCAT-LOUISVILLE, LLC; HOPCAT-MADISON, LLC; HOPCAT-MINNEAPOLIS, LLC; HOPCAT-PORT ST. LUCIE, LLC; HOPCAT-ROYAL OAK, LLC; HOPCAT-ST. LOUIS, LLC; and LUCK OF THE IRISH, LLC (each of the foregoing, individually a "Seller" and sometimes collectively, the "Sellers" or, sometimes individually a "Debtor" or collectively, the "Debtors"), and Project BarFly LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"), Sellers hereby unconditionally and irrevocably grant, bargain, transfer, sell, assign, convey, and deliver to Buyer, its successors and assigns forever, all right, title, and interest, legal or equitable, in and to the Purchased Assets.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer and its successors and assigns forever.

Undefined capitalized terms herein are defined in the Asset Purchase Agreement.

Each Seller, for itself, its successors, and assigns, hereby transfers, assigns, and conveys to Buyer all of such Seller's respective right, title and interest in and to those Purchased Assets (other than any Purchased Assets which are being assigned to Buyer pursuant to that certain Assignment and Assumption Agreement of even date herewith (the "Assignment/Assumption") among Sellers and Buyer) to be transferred and assigned to Buyer at the Closing pursuant to the terms, provisions and conditions of the Asset Purchase Agreement. To the extent that any of the Purchased Assets to be transferred and assigned to Buyer pursuant to the Asset Purchase Agreement are not actually delivered and turned over by a Seller to Buyer or otherwise made available to Buyer in accordance with the Asset Purchase Agreement at the Closing, such Purchased Assets will be held in trust by such Seller for Buyer and will be turned over and delivered or made available to Buyer at any time and from time to time upon demand therefor. Buyer will maintain the sole and exclusive title thereto and all right, title, and interest therein, and such Seller will have no right, title, or interest in or to any such Purchased Assets, nor will such Seller have any retaining possessory or other Lien thereon. For the avoidance of all doubt and notwithstanding anything to the contrary in this Bill of Sale, however, nothing herein shall be deemed to transfer or assign to Buyer any Purchased Assets with respect to which any conditions to Sellers' obligation to transfer and assign have not been either satisfied or waived in writing by Sellers.

Without limiting the foregoing, each Seller hereby constitutes Buyer the true and lawful agent and attorney-in-fact of such Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of such Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time: (i) to demand, receive, and collect any and all of the Purchased

Assets, and to give receipts and releases for and with respect to same, or any part thereof; (ii) to institute and prosecute, in the name of such Seller or otherwise, all proceedings, at law, in equity, or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or enforce any claim or right of any kind included in the Purchased Assets; and (iii) to do all things legally permissible or required, or reasonably deemed by Buyer to be required, to recover and collect the Purchased Assets and to use such Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same. Buyer will indemnify any Seller for any loss or expense caused by Buyer's acting as such Seller's lawful agent and attorney-in-fact under this paragraph.

Without in any way limiting Buyer's assumption of the Assumed Liabilities pursuant to the Assignment/Assumption, Buyer expressly does not, and should not be deemed to, assume under this instrument any liabilities, obligations, or commitments of any Seller.

The scope, nature and extent of the Purchased Assets are expressly set forth in the Asset Purchase Agreement. Nothing herein contained will itself change, amend, extend, continue, expand or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms conditions or respective obligations of the Buyer or Sellers under the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. Each Seller acknowledges and agrees that, to the extent that they expressly survive the Closing under the Asset Purchase Agreement (and only to such extent), the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of the Asset Purchase Agreement and the terms and provisions of this instrument, the terms of the Asset Purchase Agreement will govern and control.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.


This instrument will be binding upon each Seller and its successors and assigns to the extent of such Seller's respective right, title or interest in and to the Purchased Assets transferred hereby, and shall inure to the benefit of and is enforceable by Buyer and its successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, this Bill of Sale is executed and delivered by Sellers on the 26th day of October 2020.


SELLERS' REP:

BARFLY VENTURES, LLC

By: 
Name: Ned Lidvall
Title: Interim CEO

SELLERS

BARFLY VENTURES, LLC
9 VOLT, LLC
50 AMP FUSE, LLC
EL BREWPUB, LLC
GRBC HOLDINGS, LLC
HOPCAT-ANN ARBOR, LLC
HOPCAT-CHICAGO, LLC
HOPCAT-CONCESSIONS, LLC
HOPCAT-DETROIT, LLC
HOPCAT-GR BELTLINE, LLC
HOPCAT-HOLLAND, LLC
HOPCAT-INDIANAPOLIS, LLC
HOPCAT-KALAMAZOO, LLC
HOPCAT-KANSAS CITY, LLC
HOPCAT-LEXINGTON, LLC
HOPCAT-LINCOLN, LLC
HOPCAT-LOUISVILLE, LLC
HOPCAT-MADISON, LLC
HOPCAT-MINNEAPOLIS, LLC
HOPCAT-PORT ST. LUCIE, LLC
HOPCAT-ROYAL OAK, LLC
HOPCAT-ST. LOUIS, LLC
LUCK OF THE IRISH, LLC

By: 
Name: Ned Lidvall
Title: Interim CEO

[Signature page to Bill of Sale]

The following is a true and accurate excerpt from the definition of the Purchased Assets as set forth in the Asset Purchase Agreement.

“Purchased Assets” shall mean all of the direct or indirect right, title and interest of Sellers in, to and under the tangible and intangible assets (including goodwill), properties, rights, going concern value, claims and Contracts used, useful, or held for use in, or related to, the Business (but excluding Excluded Assets) wherever situated and of whatever kind and nature, real or personal, as of the Closing, including:

...

(h) all Intellectual Property owned by Sellers, but as to any Intellectual Property which consists of a Possessory Agreement, only to the extent transfer or assignment of such Intellectual Property is not prohibited by Law;

...

(k) all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portions thereof);

....

(x) all other assets that are related to or used in connection with the Purchased Assets or the Business (but excluding all of the Excluded Assets).

Attached is a true and complete schedule of the registered trademarks included in the Purchased Assets.

3.7 Intellectual Property

Mark	Country	App. No. / App. Date	Reg. No. / Reg. Date
BEER RIGHT MEOW	US	86672556 June 24, 2015	5087612 November 22, 2016
COSMIK FRIES	US	88221485 December 7, 2018	5992223 February 18, 2020
CRACK FRIES	US	88871478 April 14, 2020	
GRAND RAPIDS BREWING COMPANY	US	74343991 December 23, 1992	1908008 July 25, 1995
HOPCAT	Australia	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT	EUTM	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT	EUTM	017171661 September 4, 2017	017171661 December 27, 2018
HOPCAT	Iceland	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT	New Zealand	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT	Norway	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT	Switzerland	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT	US	76691839 August 4, 2008	3678174 September 8, 2009
HOPCAT	US	86672548 June 24, 2015	5087611 November 22, 2016
HOPCAT	WIPO	1327357 October 22, 2016	1327357 October 22, 2016
HOPCAT and Design	US	86672537 June 24, 2015	5087610 November 22, 2016
HOPCAT Color Logo	Australia	1332195 October 21, 2016	1332195 October 21, 2016
HOPCAT Color Logo	EUTM	1332195 October 21, 2016	1332195 October 21, 2016
HOPCAT Color Logo	Iceland	1332195 October 21, 2016	1332195 October 21, 2016
HOPCAT Color Logo	New Zealand	1332195 October 21, 2016	1332195 October 21, 2016
HOPCAT Color Logo	Norway	1332195 October 21, 2016	1332195 October 21, 2016

HOPCAT Color Logo	Switzerland	1332195 October 21, 2016	1332195 October 21, 2016
HOPCAT Color Logo	US	76691836 August 4, 2008	3703885 November 3, 2009
HOPCAT Color Logo	WIPO	1332195 October 21, 2016	1332195 October 21, 2016
INSPIRATION THROUGH FERMENTATION	US	86588466 April 6, 2015	5004388 July 19, 2016
IRISH ON IONIA	US	87305664 January 18, 2017	5305364 October 10, 2017
PRETZEL NUGGZ	US	87273093 December 19, 2016	5264471 August 15, 2017
THE HOPCAT .1K	US	87160995 September 5, 2016	5330976 November 7, 2017
TIKICAT	US	87028631 May 7, 2016	5262183 August 8, 2017