

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&C IP (NO. 2) SARL		04/02/2021	SARL: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Vermont Hard Cider Company, LLC		
Street Address:	1321 Exchange Street		
City:	Middlebury		
State/Country:	VERMONT		
Postal Code:	05753		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5185232	HORNSBY'S HARD CIDER PREMIUM QUALITY	
CORRESPONDENCE DATA			
Fax Number:	6022625747		
<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:	602-262-5311		
Email:	PTO@LEWISROCA.COM		
Correspondent Name:	Jennifer Van Kirk		
Address Line 1:	201 East Washington Street		
Address Line 2:	Suite 1200		
Address Line 4:	Phoenix, ARIZONA 85004		
NAME OF SUBMITTER:	Jennifer A. Van Kirk		
SIGNATURE:	/JENNIFER A. VAN KIRK/		
DATE SIGNED:	05/11/2021		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made effective as of April __, 2021 (the “**Effective Date**”) and entered into by and among **C&C IP Sàrl**, a Luxembourg company having its registered seat at 18 Avenue Marie-Thérèse, L-2132 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B148448, **C&C IP (No.2) Sàrl**, a Luxembourg company having its registered seat at 18 Avenue Marie-Thérèse, L-2132 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B173096 (“**C&C IP No.2**”), and **C&C IP UK Limited**, a United Kingdom company (collectively, the “**Transferors**”), and Vermont Hard Cider Company, LLC, a Delaware limited liability company (the “**Transferee**”).

RECITALS

A. Northeast Kingdom Drinks Group, LLC, a Delaware limited liability company, Vermont Hard Cider Company Holdings, Inc., a Delaware corporation, and C&C Holdings (NI) Limited, a Northern Ireland company, are parties to that certain Membership Interest Purchase Agreement dated as of March 15, 2021 (the “**Purchase Agreement**”).

B. Transferors and Transferee desire to enter into this Agreement to further effect the conveyance of the trademarks set forth in Exhibit A attached hereto (“**Transferred Trademarks**”), as more fully set forth herein and in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Transferred Trademarks. Transferors do hereby sell, assign, transfer, convey and deliver unto the Transferee, its successors and assigns, their entire worldwide right, title and interest, whether statutory or common law rights, in and to the Transferred Trademarks, including without limitation the right to any renewals and extensions that may be granted thereon, the registrations and applications for registration thereof, and the right to prosecute any applications therefor worldwide, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty, or other international convention, together with the goodwill associated therewith, together with the right to sue, counterclaim and recover and retain damages for past, present and future infringement of such Transferred Trademarks or dilution of the Transferred Trademarks and registrations and applications for registration thereof.
2. Termination of License Agreement. C&C IP No.2 and the Transferee hereby agree that the Intellectual Property License Agreement, dated as of December 21, 2012, by and between C&C IP No.2 and the Transferee (the “**IP License Agreement**”) shall automatically and irrevocably terminate, effective as of, but contingent upon, the execution of this Agreement by the parties hereto. Upon such termination, all rights

and obligations of each party under the IP License Agreement shall be of no further force or effect and no party thereto shall have any rights, obligations or liabilities of any nature thereunder in accordance with its terms, on its part to be performed, kept or observed.

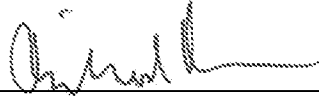
3. Purchase Agreement to Control. This Agreement is subject to the terms and conditions of the Purchase Agreement, and in the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the Purchase Agreement shall control.
4. Counterparts. This Agreement may be executed in two or more counterparts and Transferors and Transferee on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person and no party hereto shall raise the use of such electronic or similar means to deliver a signature, agreement or instrument as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.
5. General. Sections 12.1 through 12.12 of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement.
6. Applicable Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF.
7. Defined Terms. All capitalized terms used herein, but not specifically defined herein, shall have the meanings given to such terms in the Purchase Agreement.

[Signatures appear on the following page.]

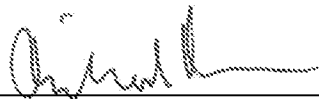
This Agreement is made and effective as of the Effective Date.

TRANSFERORS:


C&C IP Sàrl, a Luxembourg company

By: 
Name: Richard Evans
Title: Manager A

C&C IP (No.2) Sàrl, a Luxembourg company

By: 
Name: Richard Evans
Title: Manager A

C&C IP UK Limited, a United Kingdom company

By: 
Name: Richard Evans
Title: Director

TRANSFeree:

Vermont Hard Cider Company, LLC, a
Delaware limited liability company

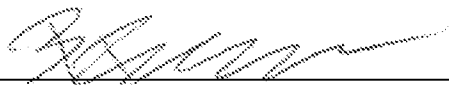
By: 
Name: Ben Calvi
Title: President

EXHIBIT A

{35571620;1}





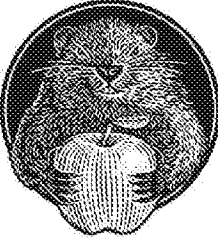

56200120;1





TRADEMARK
REEL: 007289 FRAME: 0455


Schedule I(A)

Trademarks

Trademark	Country	Application No. Registration No.	Filing Date Registration Date
THRILL CHASER	US	88703050	11/22/2019
DAY CHASER	US	88703035	11/22/2019
HORNSBY'S	US	79107142 4255784	11/29/2011 12/11/2012
WOODCHUCK	US	77891510 3824561	12/11/2009 07/29/2010
	US	85103856 3943880	08/10/2010 04/12/2011
WOODCHUCK	US	75545465 2463147	09/01/1998 06/26/2001
	US	85186341 3996990	11/29/2010 07/19/2011
CELEBRATE WOODCHUCK DAY	US	85263523 4038425	03/10/2011 10/11/2011
NEVER FORGET YOUR ROOTS	US	85492888 4259048	12/12/2011 12/11/2012
802	US	85243290 4283486	02/15/2011 01/29/2013
INDEPENDENT TO THE CORE	US	77983489 4376767	02/04/2010 07/30/2013
REVEL RESPONSIBLY	US	85979692 4408650	02/03/2011 09/24/2013
WOODCHUCK	US	85937897 4520441	05/21/2013 04/29/2014
OUT ON A LIMB	US	86251802 4713962	04/14/2014 03/31/2015
HOPSATION	US	86271907 4714004	05/05/2014 03/31/2015
CLUSTER 'CHUCK	US	86271793 4757376	05/05/2014 06/16/2015
CIDERBRATION	US	86275649 4757389	05/08/2014 06/16/2015

CIDERBRATION	US	86251823 4757303	04/14/2014 06/16/2015
GUMPTION	US	86283396 4757416	05/16/2014 06/16/2015
	US	86369791 4909581	08/18/2014 03/01/2016
DAY CHASER	US	86959555 5077475	03/31/2016 11/08/2016
 MARMOTA MONAX MONAX	US	78139976 3195593	06/28/2002 01/09/2007
	US	87074221 5139049	06/16/2016 02/07/2017
	US	87074259 5139050	06/16/2016 02/07/2017
	US	87065140 5148353	06/08/2016 02/21/2017
CIDERSTOCK	US	86505356 5182081	01/16/2015 04/11/2017
	US	87152792 5185232	08/26/2016 04/18/2017
CITRUS FREAK	US	87976657 5420029	11/28/2016 03/06/2018

	US	74715405 2187029	08/14/1995 09/08/1998
WYDER'S	US	77894489 3831152	12/16/2009 08/10/2010
GIVE A CHUCK	US	86251852 4640935	04/14/2014 11/18/2014
KNOTTY ROOT	US	86565299 4902854	03/16/2015 02/16/2016
VIVA SPRITZ	US	6076122 88387558	04/16/2019 06/09/2020
WOODCHUCK	CA	1085477 TMA568492	12/07/2000 03/10/2002
WOODCHUCK	CA	1583295 TMA871541	06/21/2012 02/18/2014
	CA	1583294 TMA907869	06/21/2012 07/07/2015
WOODCHUCK	GB	2496214 UK00002496214	08/27/2008 02/13/2009
HORNSBY'S	GB	UK00910415032	11/14/2011 03/26/2012
 	GB	UK00911022316	07/06/2012 11/15/2012
HORNSBYS	GB	UK00911022341	07/06/2012 11/15/2012
WOODCHUCK	GB	UK00912481677	01/07/2014 06/02/2014
802	GB	UK00912940672	06/05/2014 10/15/2014
GEORGE HORNSBY'S	GB	UK00910415041	11/14/2011 03/26/2012
HORNSBY'S	EU	010415032 010415032	11/14/2011 03/26/2012
HORNSBYS	EU	011022341 011022341	07/06/2012 11/15/2012

HORNSBYS 	EU	011022316 011022316	07/06/2012 11/15/2012
WOODCHUCK	EU	012481677 012481677	01/07/2014 06/02/2014
802	EU	012940672 012940672	06/05/2014 10/15/2014
GEORGE HORNSBY'S	EU	010415041 010415041	11/14/2011 03/26/2012
WOODCHUCK	NZ	275441 275441	04/14/1997 03/05/1998
WOODCHUCK	NZ	275442 275442	04/14/1997 03/05/1998
HORNSBY'S	NZ	852413 852413	11/15/2011 03/01/2013
GEORGE HORNSBY'S	NZ	852414 852414	11/15/2011 07/02/2013
GEORGE HORNSBY'S	AU	1467335 1467335	11/29/2011
HORNSBY'S	AU	1467336 1467336	11/29/2011
HORNSBY'S	TW	99041335 1455977	08/20/2010 03/16/2011
WOODCHUCK	HK	302450646 302450646	11/30/2012 11/30/2012
WOODCHUCK	CN	11831062 11831062	12/03/2012 05/14/2014
WOODCHUCK	JP	2012-096813 5583639	11/29/2012 05/24/2013
WOODCHUCK	KR	40-2012-0074472 40-1003729	11/29/2012 10/28/2013
WOODCHUCK RASPBERRY	KR	40-2015-0071351 40-1170971	09/24/2015 04/05/2016
WOODCHUCK AMBER	KR	40-2015-0071349 40-1170970	09/24/2015 04/05/2016
HORNSBY'S	VN	1101582	
GEORGE HORNSBY	VN	1101581	
WOODCHUCK	ID	D002012062086 IDM000478559	12/17/2012 12/17/2012
HORNSBY'S	ZA	2011/29278 2011/29278	11/11/2011 05/29/2015
GEORGE HORNSBY'S	ZA	2011/29279 2011/29279	11/11/2011 05/29/2015
WOODCHUCK	BR	840745834	12/19/2013

		840745834	08/16/2016
WOODCHUCK	SG	T1218126C	11/29/2012
		T1218126C	11/29/2012
GEORGE HORNSBY'S	BS	35303	11/29/2011
HORNSBY'S	BS	35302	11/29/2012
HORNSBY'S	JM	59667	01/23/2012
		59667	08/29/2012
HORNSBY'S	MY	2011020138	11/15/2011
		2011020138	11/15/2011
WOODCHUCK	MY	2012020265	11/29/2012
		2012020265	11/29/2012
GEORGE HORNSBY'S	IR	1101581	11/29/2011
HORNSBY'S	IR	1101582	11/29/2011

Common Law Trademarks

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