TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM653213

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Breweries, Inc.		06/09/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Black Lake Investments, LLC	
Street Address:	11416 SW Lynnridge Ave.	
City:	Portland	
State/Country:	OREGON	
Postal Code:	97225	
Entity Type:	Limited Liability Company: OREGON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2141072	MACTARNAHAN'S	

CORRESPONDENCE DATA

Fax Number: 5037962900

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: 5032229981

trademarks@schwabe.com Email: **Correspondent Name:** Schwabe, Williamson & Wyatt Address Line 1: 1211 SW 5th Ave., Suite 1900 Portland, OREGON 97204 Address Line 4:

NAME OF SUBMITTER:	Anthony D. Phillips	
SIGNATURE:	/Anthony D. Phillips/	
DATE SIGNED:	06/10/2021	

Total Attachments: 3

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> **TRADEMARK** REEL: 007323 FRAME: 0410

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Attachment A

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of June 9, 2021, is made by North American Breweries, Inc. ("Assignor"), a Delaware corporation, located at 445 St. Paul Street, Rochester, New York 14605, in favor of Black Lake Investments, LLC ("Assignee"), an Oregon limited liability company, located at 11416 SW Lynnridge Ave., Portland, Oregon 97225.

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor'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;
 - (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; and
 - (c) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. 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 e-mail, or other means of electronic

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transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> 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 Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

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

North American Breweries, Inc.

David J. Simon

Name: David J. Simoni Title: General Counsel Address for Notices: 445 St. Paul Street

Rochester, New York 14605

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
MACTARNAHAN'S	USA	2,141,072	March 3, 1998
MACTARNAHAN'S	Australia	1478241	March 1, 2012
MACTARNAHAN'S	Canada	TMA601089	February 2, 2004

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RECORDED: 06/10/2021

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