

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM657690

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
North American Breweries, Inc.		05/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hudson Valley Beverage Co. Inc.		
<b>Street Address:</b>	755 East Drive		
<b>Internal Address:</b>	Suite 106		
<b>City:</b>	Hopewell Junction		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12533		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5005103	LOW KEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3152142161		
<b>Email:</b>	bpalfreyman@harrisbeach.com		
<b>Correspondent Name:</b>	Brendan M. Palfreyman, Esq.		
<b>Address Line 1:</b>	333 West Washington Street		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>ATTORNEY DOCKET NUMBER:</b>	411316		
<b>NAME OF SUBMITTER:</b>	Brendan M. Palfreyman		
<b>SIGNATURE:</b>	/Brendan M. Palfreyman/		
<b>DATE SIGNED:</b>	07/02/2021		
<b>Total Attachments: 2</b>			
source=US Trademark Assignment for Filing#page1.tif			
source=US Trademark Assignment for Filing#page2.tif			

CH \$40.00 5005103

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") effective as of May 28, 2021 (the "Effective Date"), is made by and between North American Breweries, Inc. ("Assignor"), a Delaware corporation with an address at 445 St. Paul Street, Rochester, NY 14605, and Hudson Valley Beverage Co. Inc. ("Assignee"), a New York corporation with a principal place of business at 755 East Drive, Suite 106, Hopewell Junction, NY 12533.

WHEREAS, Assignor is the owner of the trademark LOW KEY as evidenced by Registration No. 5005103, and trademark assignment from Magic Hat IP, LLC to Assignee, dated April 27, 2017, both of which are attached hereto, together with the goodwill associated therewith, (the "Trademark"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of its right, title and interest in and to the Trademark.

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

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademark together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademarks, together with the right to sue for and collect the same.

Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

1. All required filings and fees related to the Trademark have been timely filed with and paid to the United States Patent and Trademark Office ("USPTO") and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing.
2. Assignor owns all right, title and interest in and to the Trademark, free and clear of liens, security interests and other encumbrances, which Assignor has maintained consistent with applicable legal requirements to do so.
3. To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the Trademark.


Assignor agrees that it, and its legal representatives or other persons duly authorized, will at Assignee's request communicate to Assignee or the representatives thereof any facts known to it respecting the Trademark and will, upon request and at Assignee's expense, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, reasonably deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of the successors and/or assigns of Assignee. Assignee also must first advance to Assignor all reasonable expenses of Assignee (including reasonable attorney's fees) to be incurred in connection with the activities and cooperation described in this Section.


Assignor authorizes the Commissioner for Trademarks of the USPTO and national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee at Assignee's expense.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective on the day and year first hereinbefore written.

Assignor: North American Breweries, Inc. Assignee: Hudson Valley Beverage Co. Inc.

By:   
Name: Inga Grote-Ebbs  
Position Brand Director

By:   
Name: Adam Watson  
Position President