

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667448

<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>
BAD GRANNY CIDER CO., LLC		07/22/2021	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IRON HORSE BREWERY I, INC.		
<b>Doing Business As:</b>	Iron Horse Brewery		
<b>Street Address:</b>	1621 Vantage Hwy		
<b>City:</b>	Ellensburg		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98926		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5950435	BG	
<b>Registration Number:</b>	5928936		
<b>Registration Number:</b>	5581187	BAD GRANNY	
<b>Registration Number:</b>	5881575		
<b>Registration Number:</b>	5617791	BAD GRANNY HARD CIDER	
<b>Registration Number:</b>	5617790	BAD GRANNY HARD CIDER	
<b>Registration Number:</b>	5287055	XXX	
<b>Registration Number:</b>	5829267	PURE TO THE CORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8887573817		
<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>	8589222170		
<b>Email:</b>	foster@tdfoster.com		
<b>Correspondent Name:</b>	Thomas D. Foster		
<b>Address Line 1:</b>	11622 El Camino Real, Suite 100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Thomas D. Foster		

OP \$215.00 5950435

<b>SIGNATURE:</b>	/Thomas D. Foster/
<b>DATE SIGNED:</b>	08/13/2021
<b>Total Attachments: 4</b> source=(2) 6373.018-00 20210722 ASSIGNMENT - BAD GRANNY - IRON HORSE#page1.tif source=(2) 6373.018-00 20210722 ASSIGNMENT - BAD GRANNY - IRON HORSE#page2.tif source=(2) 6373.018-00 20210722 ASSIGNMENT - BAD GRANNY - IRON HORSE#page3.tif source=(2) 6373.018-00 20210722 ASSIGNMENT - BAD GRANNY - IRON HORSE#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 22nd, 2021, by Bad Granny Cider Co., LLC, a Washington limited liability company with a business address of 1681 S Lakeshore Road, Chelan, WA 98816-9162 ("Assignor"), in favor of Iron Horse Brewery I, Inc. DBA Iron Horse Brewery, a Washington corporation with a business address of 1621 Vantage Hwy, Ellensburg, WA 98926 ("Assignee").

### **RECITALS**

- A. Assignor owns, has adopted, has used, and is using or intends to use the marks identified on Schedule A attached hereto, whether in standard characters and/or in stylized for and/or with a design, (the "Marks") in connection with its business of creating, manufacturing, and distributing hard cider and promotional goods related therewith (the "Business"), and is the owner of all right, title and interest in and to the registrations and applications for registrations for the Marks.
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July, 2021 (the "Purchase Agreement"), which provides for, among other things, the assignment of the Marks, and the registrations and applications for registration therefor, from Assignor to Assignee, together with all goodwill associated therewith and all common law rights therein.
- C. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill and the common law rights associated with the Marks, pursuant to the terms and conditions of this Assignment.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of its worldwide right, title and interest in and to the Marks, all applications and registrations therefor, including specifically, but not limited to, those registrations and applications for registration of the Marks set forth in the attached Schedule A, together with all of the goodwill of the Business symbolized by and associated with the Marks, the common law rights in and to the Marks, and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment. Assignor shall have no further rights to use or register the Marks for any purpose, including, without limitation, in connection with any other goods or services.
2. Acceptance. Assignee hereby accepts the foregoing assignment of the Marks.

3. Further Assurances. Assignor hereby agrees to execute or procure any further necessary assurance of title to the Marks, registrations and applications; and at any time, upon the request of Assignee, to execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Marks, registrations and applications in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all rights, title and interest in and to the Marks, registrations and applications, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

**ASSIGNOR:**

Bad Granny Cider Co., LLC, a Washington limited liability company

By: [Signature]  
 Name: [Signature]  
 Its: Manager

**ASSIGNEE:**

Iron Horse Brewery I, Inc. DBA Iron Horse Brewery, a Washington corporation

By: Greg Parker  
 Name: Greg Parker  
 Its: Vice President

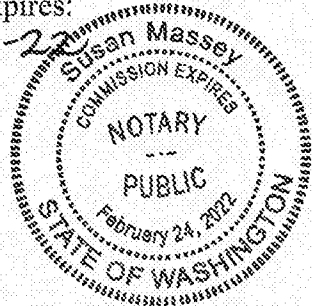
STATE OF WASHINGTON )  
 ) ss.  
 County of Chelan )

The foregoing instrument was acknowledged and sworn to before me this 22nd day of July, 2021, by Bret Pittsinger.




My Commission Expires:





2-24-22

Susan Massey  
 Notary Public



SCHEDULE A

TRADEMARK	SERIAL#/REG.#	Jurisdiction
BG	5950435	USA
Design (Apple Granny)	5928936	USA
Bad Granny	5581187	USA
Design (Apple Granny)	5881575	USA
Bad Granny Hard Cider	5617791	USA
Bad Granny Hard Cider	5617790	USA
XXX	5287055	USA
Pure to the core	5829267	USA
Bad Granny	59204	WA State
Pure to the core	59205	WA State
	59201	WA State
	59202	WA State
	59203	WA State

	59206	WA State
	59207	WA State
	59208	WA State
Bad Granny	TMA1061688	Canada
	TMA1061701	Canada