

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALDI Inc.		03/29/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Octopi Brewing, LLC		
Street Address:	1131 Uniek Drive		
City:	Waunakee		
State/Country:	WISCONSIN		
Postal Code:	53597		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88171347	VISTA BAY	
Serial Number:	88734972	MERCHANTS KEEP	
Serial Number:	90644913	ALDAGER	
Serial Number:	88422297	HOPPING NOMAD	
Serial Number:	88472448	BRECKEN	
Serial Number:	88492305	RYDER NO. 8	
Serial Number:	97026031	SHUTEYE PEAK	
Serial Number:	90720493	PITHEAD BREWING	
Serial Number:	88492361	MAGUIRES	
CORRESPONDENCE DATA			
Fax Number:	6082575444		
<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:	6082575661		
Email:	asundstedt@axley.com		
Correspondent Name:	John G. Walsh		
Address Line 1:	2 E. Mifflin St, Ste 200		
Address Line 4:	Madison, WISCONSIN 53703-4269		
NAME OF SUBMITTER:	John G. Walsh		

OP \$240.00 88171347

SIGNATURE:	/John G. Walsh/
DATE SIGNED:	05/12/2022
Total Attachments: 6 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 29, 2022, is made by ALDI Inc. (“**Seller**”), an Illinois corporation, located at 1200 Kirk Road, Batavia, Illinois, in favor of Octopi Brewing, LLC (“**Buyer**”), a Wisconsin limited liability company, located at 1131 Uniek Drive, Waunakee, Wisconsin.

WHEREAS, under the terms of the Product Availability Notice dated January 21, 2021 (the “**PAN**”) and the ALDI Supplier Quality Control Master Agreement of Alcoholic Beverages dated May 12, 2019 (the “**Master Agreement**”, and together with the PAN, the “**Supply Agreement**”), which shall be incorporated into this Trademark Assignment Agreement, Buyer manufactures products as set forth on Schedule I hereto (the “**Products**”) that it makes available for purchase by Seller either directly or indirectly;

WHEREAS, certain trademarks used in connection with the Products (the “**Trademarks**”), as set forth on Schedule II hereto, (have been registered in several categories with the United States Patent and Trademark Office, and is used in connection with the Product; and

WHEREAS, Seller is the owner and registrant of the Trademarks and desires to transfer and assign the Trademarks to Buyer, and the parties have therefore agreed to execute and deliver this Trademark Assignment, for recording with the USPTO and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the Trademarks as set forth on Schedule II hereto and all issuances, extensions and renewals thereof; and

(b) all rights of any kind whatsoever of Seller accruing under the forgoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

Notwithstanding the assignment made pursuant to this Section 1, subject to the terms and conditions of this Trademark Assignment, Buyer, as licensor, hereby grants to Seller, as licensee, a perpetual, royalty-free, non-exclusive, sub-licensable, right and license to use the Trademarks on or in connection with the manufacture, promotion, advertising, distribution and sale of Products either by Seller or other suppliers of the Products, as Seller’s discretion. Except as described herein,

Buyer expressly disclaims any representations or warranties regarding the Assignment Trademarks.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee of successor thereto.

3. Representations of Seller.

(a) Seller is the sole and exclusive legal and beneficial, and with respect to the Assigned Trademarks, record, owner of all right, title and interest in and to the Assigned Trademarks, in each case, free and clear of any encumbrances.

(b) The Assigned Trademarks assigned under this Trademark Assignment are used in connection to manufacture and sell the Product.

(c) The Assigned Trademarks have not infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the intellectual property rights or other rights of any person. No person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any of the Assigned Trademarks.

(d) There are no actions, proceedings, or suits (including, including, without limitation, any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the intellectual property of any person by Seller in connection with the Assigned Trademarks; (ii) challenging the validity, enforceability, registrability or ownership of any Assigned Trademarks; or (iii) by Seller alleging any infringement, misappropriation, dilution or violation by any person of any Assigned Trademarks.

4. Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective managers, directors, officers, members and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorney fees, costs, and disbursements, arising from or relating to: (i) any inaccuracy in or breach of the representations or warranties of Seller contained in this Trademark Assignment or any document to be delivered hereunder; or (ii) any claim of infringement or misappropriation of the Assigned Trademarks.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether the State of Illinois or any other jurisdiction).

8. Repurchase Right. In the event of termination or expiration of the Agreement, Seller shall have an option to repurchase the Assigned Trademarks as outlined in the Repurchase Agreement executed by Seller and Buyer ("Repurchase Agreement"). Buyer will cooperate Seller in accordance with Section 2 hereof and the Repurchase Agreement.

[SIGNATURE PAGE FOLLOWS]

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

ALDI INC.

By: Arvin Zarmi

Name: Arvin Zarmi
Title: Corporate Director
Address for Notices: 1200 W Kirkland
Bahama, IL 60510

[AGREED TO AND ACCEPTED:

OCTOPI BREWING, LLC,
a Wisconsin limited liability
company

By: Isaac Showaki

Isaac Showaki, President