

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM739222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Otter Creek Brewing Company LLC		06/24/2022	Limited Liability Company: VERMONT
RECEIVING PARTY DATA			
Name:	Mountain Brewers, LLC		
Street Address:	306 Northern Ave.		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: VERMONT		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5783587	ALL SOULS	
Registration Number:	5597184	CAN JAM	
Registration Number:	5267323	DAILY DOSE	
Registration Number:	5623870	DAILY DOSE IPA OTTER CREEK BREWING CO. O	
Registration Number:	5199752	DOUBLE DOSE	
Registration Number:	5515265	DRIP DROP	
Registration Number:	5582305	FULL CORD	
Registration Number:	5629154	HEAD CHARGE DIPA DOUBLE IPA DOUBLE IPA O	
Registration Number:	5498079	HEADCHARGE	
Registration Number:	4996406	MOUNTAIN MIXER	
Registration Number:	5514787	NEON FLOW	
Registration Number:	4688787	OCB	
Registration Number:	5415549	ORANGE DREAM	
Registration Number:	2033416	OTTER CREEK	
Registration Number:	5208648	OTTER CREEK BREWING CO. OCB	
Registration Number:	4614003	SHED	
Registration Number:	4194407	THE SHED	
Registration Number:	4935038	THE SHED BREWERY BREWING FRESH ALES SINC	
Registration Number:	5037926	HELLBROOK	

OP \$540.00 5783587

Property Type	Number	Word Mark
Registration Number:	5033157	STEAMPIPE
Registration Number:	4981991	BETTER BEER BETTER WORLD

CORRESPONDENCE DATA

Fax Number: 8028627512

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: 802-863-2375

Email: tmip@drm.com

Correspondent Name: Peter Kunin

Address Line 1: 199 Main Street, P.O. Box 190

Address Line 4: Burlington, VERMONT 05402-0190

NAME OF SUBMITTER:	Peter Kunin
SIGNATURE:	/Peter Kunin/
DATE SIGNED:	07/06/2022

Total Attachments: 5

source=Otter Creek Trademark Assignment Agreement#page1.tif

source=Otter Creek Trademark Assignment Agreement#page2.tif

source=Otter Creek Trademark Assignment Agreement#page3.tif

source=Otter Creek Trademark Assignment Agreement#page4.tif

source=Otter Creek Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of June 24, 2022 (the "Effective Date"), is entered into by and between Otter Creek Brewing Company LLC, a Vermont limited liability company with a principal office address of 793 Exchange St., Middlebury, VT 05753 (the "Assignor"), and Mountain Brewers, LLC, a Vermont limited liability company with a principal office address of 306 Northern Ave., Boston, MA 02210 (the "Assignee").

WHEREAS, Assignor, Assignee and Long Trail Brewing Company are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee its entire right, title and interest in and to the trademarks set forth on Schedule 1 attached hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration for the mutual promises and covenants set forth in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks with the goodwill of Assignor's business connected with the use of and symbolized by the Assigned Trademarks.

2. Purchase Agreement. This Trademark Assignment is being delivered pursuant to, and is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Trademark Assignment, the Purchase Agreement shall control. Nothing contained in this Trademark Assignment shall be deemed to supersede or expand any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.

3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar un-editable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

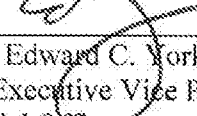
4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Vermont, without giving effect to any choice or conflict of law provision or rule (whether of the State of Vermont or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than those of the State of Vermont.

[Signature page follows.]

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

ASSIGNOR:

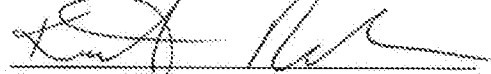
OTTER CREEK BREWING COMPANY LLC

By: 
Name: Edward C. York
Title: Executive Vice President and Chief
Financial Officer

STATE OF VERMONT
WINSOR COUNTY, SS.

On this 21st day of June, 2022, before me, the undersigned notary public, personally appeared Edward C. York, as EVP/CFO and duly authorized agent for Otter Creek Brewing Company LLC, a limited liability company, proved to me through satisfactory evidence of identification, where were ~~a DRIVERS LICENSE # 7082769~~ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purposes.

Before me:


Notary Public

EXPIRES JAN. 31st, 2023

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007771 FRAME: 0811

ASSIGNEE:

MOUNTAIN BREWERS, LLC

By: Warren G. Dibble

Name: Warren G. Dibble

Title: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

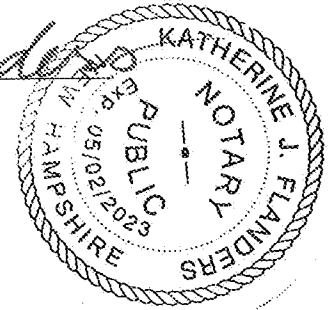
Before me, on this 24 day of June, 2022, personally came Warren G. Dibble, Manager of Mountain
Brewers, LLC, and he acknowledged the within Trademark Assignment, by him signed, to be his free act and
deed.

Before me:

Katherine J. Flanders

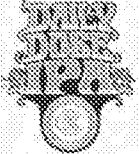


Notary Public

My Commission Expires:



Schedule 1

Assigned Trademarks

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Next Renewal
ALL SOULS	USA	88/079526	8/15/2018	5783587	6/18/2019	6/18/2029
BACKSEAT BERNER	USA	86/419924	10/9/2014	4838106	10/20/2015	Cancelled
CAN JAM	USA	87/645598	10/13/2017	5597184	10/30/2018	10/30/2024
DAILY DOSE	USA	87/058545	6/2/2016	5267323	8/15/2017	8/15/2023
	USA	87/638739	10/9/2017	5623870	10/4/2018	12/4/2024
DOUBLE DOSE	USA	87/194965	10/2/2016	5199752	5/9/2017	5/9/2023
DRIP DROP	USA	87/522468	7/10/2017	5515265	7/10/2018	7/10/2024
FARM TO GLASS	USA	86/289559	5/22/2014	4729145	4/28/2015	Cancelled
FRESH SLICE	USA	86/095559	10/18/2013	4732447	5/5/2015	Cancelled
FULL CORD	USA	87/726825	12/19/2017	5582305	10/9/2018	10/9/2024
	USA	87/649337	10/17/2017	5629154	12/11/2018	12/11/2024
HEADCHARGE	USA	86/430518	10/21/2014	5498079	6/19/2018	6/19/2024
HIT THE TRAIL	USA	88/079622	8/15/2018	5661639	1/22/2019	1/22/2029
HOP ON THE BUS!	USA	86/226318	3/19/2014	4728983	4/28/2015	Cancelled
JOINT CUSTODY	USA	86/028705	8/5/2013	4689409	2/17/2015	Cancelled
	USA	86/547458	2/26/2015	4865767	12/8/2015	Will be Cancelled
KIND RYED	USA	86/028705	08/05/2013	4689409	02/17/2015	Cancelled
MIXED BAG	USA	86/095611	10/18/2013	4615118	9/30/2014	Cancelled
MOSTLY CLOUDY	USA	86/095611	10/18/2013	4615118	9/20/2014	Cancelled
MOUNTAIN MIXER	USA	86/760210	9/17/2015	4996406	7/12/2016	7/12/2026
MOUNTAIN ALE						
NEON FLOW	USA	87/372200	3/15/2017	5514787	7/10/2018	7/10/2024

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Next Renewal
	USA	86/361586	8/8/2014	4688787	2/17/2015	2/17/2025
OCB						
ORANGE DREAM	USA	87/297661	1/11/2017	5415549	3/6/2018	3/6/2024
OTTER CREEK	USA	74/696840	7/3/1995	2033416	1/28/1997	1/28/2027
	USA	87/195655	10/6/2016	5208648	5/23/2017	5/23/2023
OVERGROWN	USA	86/210588	3/4/2014	4728943	4/28/2015	Cancelled
PROFANITY ALE	USA	86/583104	3/31/2015	4842988	10/27/2015	Cancelled
SHED	USA	86/289805		4614003	9/30/2014	9/30/2024
THE SHED	USA	85/513230	1/10/2012	4194407	8/21/2012	8/21/2022
THE SHED BREWERY	USA	PROPOSED				
	USA	86/548840	2/27/2015	4935038	4/12/2016	4/12/2022
WOLAVER'S	USA	75/35253	2/17/1998	2320215	2/22/2000	Cancelled
HELLBROOK	USA	86/785,439	10/12/2015	5037926	9/6/2016	9/6/2022
STEAMPIPE	USA	86/785,452	10/12/2015	5033157	8/30/2016	8/30/2022
BETTER BEER BETTER WORLD	USA	86/749,226	9/7/2015	4981991	6/21/2016	6/21/2022
DOUBLE OR NOTHING	USA	86/259,464	4/22/2014	4882292	1/5/2016	7/5/2022

21439687.6