#### TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM748572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brewdog PLC		01/25/2019	Private Limited Company: UNITED KINGDOM

#### **RECEIVING PARTY DATA**

Name:	CROWNS AND HOPS, INC.
Street Address:	4063 8th Ave.
City:	LOS ANGELES
State/Country:	UNITED STATES
Postal Code:	90008
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6640237	CROWNS & HOPS

#### **CORRESPONDENCE DATA**

Fax Number:

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: 6197873694

Email: candace@craftbeerattorney.com

**Correspondent Name:** Candace L Moon Address Line 1: 2864 Monroe Avenue

Address Line 4: San Diego, CALIFORNIA 92116

NAME OF SUBMITTER:	Candace L Moon, Esq.
SIGNATURE:	/clm/
DATE SIGNED:	08/15/2022

#### **Total Attachments: 5**

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>") is made as of January 25, 2019 (the "<u>Effective Date</u>"), by and between BrewDog PLC, a public limited company of the United Kingdom (the "<u>Assignor</u>"), and Crowns & Hops, Inc., a Delaware corporation ("<u>Assignee</u>"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Subscription Agreement (as hereinafter defined).

WHEREAS, Assignor in contemplation of the transactions between BrewDog PLC and Dope & Dank, LLC submitted trademark applications for certain Intellectual Property ("C&H IP"). Assignor has agreed to assign to Assignee, and Assignee has agreed to accept the C&H IP, and all tangible embodiments of and goodwill associated with the foregoing, upon the terms and subject to the conditions set forth in this Assignment; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment by which the C&H IP, including the intellectual property rights set forth on <u>Exhibit A</u> hereto (collectively, the "<u>Transferred IP</u>"), is assigned and conveyed by Assignor to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Subscription Agreement and this Assignment, it is hereby agreed that:

#### 1. Assignor does hereby irrevocably and unconditionally:

- (a) sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under, free and clear of all Encumbrances (other than Permitted Encumbrances) and liabilities (other than Assumed Liabilities): (i) the Transferred IP; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, (C) inventorship or authorship rights and (D) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Transferred IP, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;
- (b) agree to waive, to the extent applicable, any "moral" rights with respect to the Transferred IP, including but not limited to rights of attribution, integrity and disclosure arising from all or any part of the copyrights included in the Transferred IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to Assignor of any such moral rights, in each case, to the fullest extent permitted by applicable Law; and

- agree, without charge to Assignee and provided that there is no cost or expense to Assignor, to assist Assignee in perfecting Assignee's right, title and interest throughout the world in all Transferred IP, including all Intellectual Property rights therein, assigned to Assignee hereunder, including executing applications, assignments, declarations, affidavits and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Assignee. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Transferred IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor. Assignor agrees to provide such assistance and cooperation as Assignee may reasonably request in connection with Assignee's prosecution of any applications for registration included in the Transferred IP (including appeals in connection therewith), including providing documents and materials in the possession or control of Assignor.
- (d) Assignor hereby reserves all rights and uses of every kind and nature whatsoever not expressly granted herein.
- 2. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
- 3. Nothing in this Agreement shall alter any liability or obligation of the Assignor or the Assignee under the Subscription Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred IP.
- 4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.
- 6. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. A signed copy of this 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 Assignment.

[The remainder of this page has been intentionally left blank.]

### IN WITNESS WHEREOF, the parties have executed this Assignment as of the date this above written.

BREWDOG PLC a public limited company

By: Name: NEIL SIMPSON

Title: Silector

CROWNS & HOPS, INC.

a Delaware corporation

By:

Name:

Title:

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

#### BREWDOG PLC

a public limited company

By: \_\_\_\_\_\_ Name: Title:

CROWNS & HOPS, INC.

a Delaware corporation

By: \*\*\*
Name:

Title:

[Signature Page to Assignment of Intellectual Property]

**RECORDED: 08/15/2022** 

## Exhibit A

# Transferred IP

Country	Application/Registra tion No.	Trade Mark	Classes	Applicant	Status	Priority Date	Filing Date	Grant Date	Action	Deadline
Dope & Dank word										
United	3270406	DOPE & DANK/DOPE AND DANK	) ( 2)	BrewDog			06 August	#/o	Registrati	Ť
<u>Dope &amp; Dank</u> <u>logo</u>										
National Property of the Control of	3329604	DOPE & DANK (logo - series of 2)	(3 (3 (3)	BrewDog plc			On August 2018	n/a	Registrati on	tbc
United States	88066794			BrewDog plc	Pending		06 August 2018	06 August Examinat 2018 n/a ion n/a	Examinat ion	n/a
CROWNS &										
HOPS										
<u>United</u> Kingdom	3354204	CROWNS & HOPS/CROWNS AND HOPS (series of 2)	25, 32, 41, 43	BrewDog plc	Pending	·	3	n/a	*************	tbc
European Union	1708(c48.)	S		Brew Dog		2018 2018 2018	To November 2018	n/a	Examinat ion	n/a
United States	88201623	CROWNS & HOPS	25, 32, 41, 43	BrewDog plc	Pending			ಣ/ಹಿ	Examinat ion	n/a