

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeremy Cowan		08/15/2022	INDIVIDUAL: UNITED STATES
Shmaltz Brewing Company LLC		08/15/2022	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Tikkun Keshirim LLC
<b>Street Address:</b>	1020 Park Avenue
<b>Internal Address:</b>	Attn: Jesse Epstein
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10028
<b>Entity Type:</b>	Limited Liability Company: NEW YORK

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6228199	SHMALTZ BREWING COMPANY
Registration Number:	3615137	HE'BREW
Registration Number:	3638117	HE'BREW THE CHOSEN BEER
Registration Number:	3767443	THE CHOSEN BEER
Registration Number:	4938978	EASY BLONDE
Registration Number:	5211844	ALPHABET CITY BREWING COMPANY
Registration Number:	4920669	518
Registration Number:	5362520	838
Registration Number:	5410187	VILLAGE

## CORRESPONDENCE DATA

Fax Number: 2123108007

*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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Michael Epstein

Address Line 1: Weil, Gotshal &amp; Manges LLP

CH \$240.00 6228199

**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Michael Epstein -Personal

**NAME OF SUBMITTER:** Michael Epstein

**SIGNATURE:** /Michael Epstein/

**DATE SIGNED:** 12/08/2022

**Total Attachments: 4**

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**Exhibit B**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "*Agreement*") is entered into as of August 9th, 2022, by and among Jeremy Cowan, an individual, and Shmaltz Brewing Company LLC (together the "Assignors") and Tikkun Keshirim LLC (the "Assignee") and is effective as of August 15th, 2022 (the "*Effective Date*"). This Agreement is being delivered under and pursuant to that certain Asset Purchase Agreement, dated as of August 9, 2022 by and between Assignors as Sellers and Assignee as Purchaser (the "*Asset Agreement*"). Capitalized terms used herein without definition shall have the meanings given them in the Asset Agreement.

**1. Assignment**

Assignors hereby assign to the Assignee exclusively throughout the world in and to all of Assignors' right, title, and interest (choate or inchoate) in and to (a) all ideas, inventions, concepts, business plans, and related work associated with or included within the Assets, (b) all work previously developed or produced in connection with the development of the Assets, (c) all precursors, portions, and work in progress with respect thereto, and all inventions, works of authorship, technology, information, know-how, techniques, concepts, ideas, materials, and tools relating thereto or to the development, support, or maintenance thereof, and (d) all copyrights, copyrightable works, trade secret rights, trademark rights (including, but not limited to the trademarks set forth on Exhibit A of the Asset Agreement), mask works rights, sui generis database rights, and all other intellectual and industrial property rights of any sort, and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the Assets (collectively, the "*Intellectual Property*"). Assignors hereby acknowledge and agree and confirms that the assignments set forth in this Section 1 are effective as of the Effective Date.

**2. Consideration**

The consideration set forth in Section 3, Purchase Price, of the Asset Agreement includes the consideration to Assignors for the execution and delivery of this Agreement.

**3. Further Assurances; Moral Rights**

- (a) Assignors agree to assist Assignee, at the Assignee's sole reasonable expense, in every legal way to evidence, record, and perfect the assignment set forth in Section 1 of this Agreement and to apply for and obtain recordation of, and from time to time enforce, maintain, and defend, such assigned rights. If the Assignees are unable for any reason whatsoever to secure the Assignors' signatures to any document it is entitled to under this Section 3(a), Assignors hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignors, which designation and appointment is coupled with an interest, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same

legal force and effect as if executed by Assignors. Assignors hereby undertake not to challenge the ownership or right of the Assignee or its successors-in-interest and assigns in or to the Intellectual Property.

- (b) To the extent allowed by law, the Assignors and Assignee acknowledge and agree that the assignment in Section 1 of this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively, "*Moral Rights*"). To the extent Assignors retain any such Moral Rights under applicable law, Assignors hereby ratify and consent to, and provide all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by the Assignee; Assignors agree not to assert any Moral Rights with respect thereto. Assignors will confirm any such ratifications, consents, and agreements from time to time as requested by the Assignee.

#### 4. Representations and Warranties

Assignors hereby represent and warrant that:

- (c) all of Assignors right, title and interest in and to any and all Intellectual Property and any other assets relating to or included within the Assets was validly transferred and assigned to the Assignee pursuant to the Asset Agreement; and

#### 5. Miscellaneous

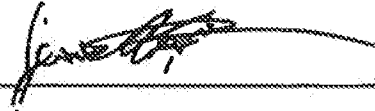
This Agreement is not assignable or transferable by Assignors without the prior written consent of the Assignee; any attempt to do so shall be void. The Assignee may assign this Agreement to any successor-in-interest or to any other assignee. This Agreement is the final and complete understanding of the parties with respect to the subject matter hereof and supersedes and merges all prior communications. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid, to the respective addresses of the parties as set forth in the Asset Agreement (or such other address as a party may designate by ten days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. No modification to this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of New York and the United States without regard to conflicts of laws provisions thereof.

[Signature page follows]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first indicated above.

**TIKKUN KESHERIM, LLC** (the "Purchaser")



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By: Jesse Epstein, President and CEO

**JEREMY COWAN** (the "Seller")



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Jeremy Cowan

and

**SHMALTZ BREWING COMPANY, LLC**  
(the "Seller")



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By: Jeremy Cowan, President

PAGE 18

**TRADEMARK**  
**REEL: 007912 FRAME: 0228**

**Exhibit A**

- No. 6228199: SHMALTZ BREWING COMPANY
- No. 3615137: HE'BREW
- No. 3638117: HE'BREW THE CHOSEN BEER
- No. 3767443: THE CHOSEN BEER
- No. 4938978: EASY BLONDE
- No. 5211844: ALPHABET CITY BREWING COMPANY
- No. 4920669: 518
- No. 5362520: 838
- No. 5410187: VILLAGE