

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Times Drinks, Inc.		06/17/2022	Corporation: CALIFORNIA
Aumakua Holdings Inc.		02/21/2023	Corporation: HAWAII
RECEIVING PARTY DATA			
Name:	MMT Craft, LLC		
Street Address:	3725 Greenwood Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	5225650		
Registration Number:	5318414	CRITICAL BAND	
Registration Number:	5318539	THE LEAGUE OF PARTYGOERS AND ELEGANT PEO	
Registration Number:	4451851	MODERN TIMES	
Registration Number:	4452564	MODERN TIMES BEER	
Registration Number:	4464005	FORTUNATE ISLANDS	
Registration Number:	4467770	LOMALAND	
Registration Number:	6165908	LEISURETOWN	
Registration Number:	5454414	THE THEORY OF LEISURE COMMITTEE	
Registration Number:	5580698	MODEM TONES	
Registration Number:	5580693	TRANSIT OF VENUS	
Registration Number:	5580353	DEVIL'S TEETH	
Registration Number:	5580831	DINOSAUR WORLD	
Registration Number:	5595783	THE DANKNESS DOJO	
Registration Number:	5594987	INVINCIBLE SUN GOD HOLIDAY ESPRESSO BLEN	
Registration Number:	5594986	HEAVY WEATHER WINTER BLEND	
Registration Number:	5594984	SECRET BEACH SUMMER BLEND	
Registration Number:	5594964	ELECTRIC PEAK SPRING BLEND	

OP \$1190.00 5225650

Property Type	Number	Word Mark
Registration Number:	5605552	CLOUD RIPPER FALL BLEND
Registration Number:	4641773	BLAZING WORLD SAN DIEGO, CA
Registration Number:	5618964	SPACE WAYS
Registration Number:	5638273	FRUITLANDS
Registration Number:	5718369	FAR WEST LOUNGE
Registration Number:	4736464	MT
Registration Number:	5754619	MONSTERS' PARK
Registration Number:	5795167	BUBBLE PARTY
Registration Number:	5949301	HEDGE WITCH
Registration Number:	5950187	WIZARD BLEND
Registration Number:	5950186	STAR METAL
Registration Number:	5950255	FESTIVAL OF FUNK
Registration Number:	4918843	WHOLE BEAN SAN DIEGO, CA MODERN TIMES ON
Registration Number:	6046230	FESTIVAL OF DANKNESS THE FIRST TM ANNUAL
Registration Number:	6046239	CARNIVAL OF CAFFEINATION MT
Registration Number:	6077448	SYMMETRIC ORCHESTRA
Registration Number:	5000153	BOOMING ROLLERS
Registration Number:	5000155	ORDERVILLE
Registration Number:	5000156	CITY OF THE DEAD
Registration Number:	5000154	CITY OF THE SUN
Registration Number:	6245048	EXTRAORDINARY TIMES
Registration Number:	5208378	MT
Registration Number:	6562783	SHADOW PARTY
Registration Number:	6560663	COOL ZONE
Registration Number:	6562950	DUNGEON MAP
Registration Number:	6562854	BUBBLE PARTY HARD
Serial Number:	97403937	HELLO GRAPEFRUIT
Registration Number:	5580697	THERMOMETER ISLAND
Registration Number:	5950189	DEEDS & EXPLOITS

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.

Email: pto@drummlaw.com

Correspondent Name: H. Michael Drumm

Address Line 1: 12650 W. 64th Avenue, #519

Address Line 4: Arvada, COLORADO 80004

NAME OF SUBMITTER: Trent E. Rinebarger

SIGNATURE:	/Trent E. Rinebarger/
DATE SIGNED:	03/02/2023

Total Attachments: 64

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into on June 17, 2022, by and between Aumakua Holdings Inc. d/b/a Maui Brewing Co., a Hawaii corporation or its assignee (“Buyer”) and Thomas C. Hebrank of E3 Advisors, Inc., in his capacity as the court-appointed receiver over Modern Times Drinks, Inc., a California corporation (“Seller”). Seller and Buyer may be referred to herein as a “Party” and collectively, as the “Parties.” Except as otherwise provided herein, all capitalized terms used herein have the meanings ascribed to them in ARTICLE 8.

WHEREAS, on April 5, 2022, the Superior Court of California, County of Orange (“Receivership Court”) in *Zions Bancorporation, N.A. et al. v. Modern Times Drinks, Inc.*, Case No. 30-2022-01251243-CU-CO-CJC (the “Receivership Case”) entered that certain “Order for Immediate Appointment of Receiver and Issuance of Preliminary Injunction in Aid of Receiver” (the “Receivership Order”), whereby Seller was appointed as receiver over Modern Times Drinks, Inc. (the “Company”).

WHEREAS, the Receivership Order confers upon the Receiver the exclusive authority to control the Company and conduct an orderly going concern sale of all the Company’s assets.

WHEREAS, Buyer desires to acquire, and Seller desires to sell, on an “as-is, where-is,” and “with all faults” basis, substantially all of the assets of the Company in connection with its operation of a brewery and coffee business (collectively, the “Business”), and Buyer desires to assume, and Seller desires to assign, certain contracts related to the Business;

WHEREAS, the Purchased Assets (as defined below) will be sold pursuant to an Order of the Receivership Court approving such sale under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Assets.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing (defined below), Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, convey and deliver to Buyer, all of Seller’s right, title and interest in, under and to all of the property, rights, assets, Contracts and claims of the Business, other than the Excluded Assets (collectively, the “Purchased Assets”), including the following:

(i) the Transaction Documents, the Real Property Leases and the Contracts listed on **SCHEDULE 1.1(A)(I)**, which schedule may be updated and modified at

the Buyer's sole discretion at any time prior to Closing (collectively, the "Assumed Contracts");

(ii) all equipment used in the production and fermentation of beer and similar products, including brewhouse, mash and lauter tuns, fermenters, brite tanks, hoses, oak barrels, pumps, coldbox, Co2 and nitrogen equipment and hoses, bottling lines, glycol chiller systems, coolers, fans, water filtration equipment, beer filtration equipment, dollies, forklifts, grist storage and removal vessels, and ancillary brewery tools, including, without limitation all equipment and assets previously leased to the Company pursuant to the contracts set forth on **SCHEDULE 1.1(A)(I)**, which schedule may be updated and modified at the Buyer's sole discretion at any time prior to Closing;

(iii) all equipment used in the production and service of food and/or coffee, including ovens, roasters, ranges, dishwashers, hoods, kitchen appliances, sinks; and kitchen inventory storage vessels;

(iv) with the exception of the Excluded Assets as set forth in **SCHEDULE 1.1(B)**, all inventory of the Business, if any, including all finished beer, unfinished beer, coffee, coffee related products, work in process, raw materials and ingredients (including hops, syrups, yeast, coffee beans, fruits, and grain), kegs, jockey boxes, tap handles, packaging, glassware, spare parts and all other materials and supplies to be used or consumed by the Business in the production of finished goods (collectively, "Inventory");

(v) all Tangible Personal Property;

(vi) all claims, causes of action, rights of recovery, rights of recoupment and rights of set-off of any kind (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof) related to the Business and/or the Purchased Assets, but excluding any claims, causes of action, rights of recovery, rights of recoupment and rights of set-off related solely to any one or more (a) Excluded Assets or (b) Excluded Liabilities;

(vii) all rights to any Proceedings of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, excluding any Proceedings related solely to any one or more (a) Excluded Assets or (b) Excluded Liabilities;

(viii) all of the intangible rights and property of Seller related to the Business and/or the Purchased Assets, including: (a) all Intellectual Property; (b) Intellectual Property Registrations; (c) Intellectual Property Agreements (all three of the foregoing as shown on **SCHEDULE 1.1(A)(VIII)**), which schedule may be updated and modified at the Buyer's sole discretion at any time prior to Closing; and (d) all goodwill of or pertaining to the Business and/or the Purchased Assets;

(ix) all telephone numbers, websites, URLs, and e-mail addresses owned, licensed or otherwise used by Seller in connection with, or otherwise relating to, any of the Business and/or the Purchased Assets;

(x) all deposits, prepaid expenses, advance payments and charges paid by Seller or its Affiliates prior to the Closing in respect of the Business, Purchased Assets, and/or Assumed Contracts;

(xi) all currently effective warranties, guaranties, indemnities and similar rights against third parties, if any, relating to the Business or the Purchased Assets;

(xii) all Permits required for the lawful conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, and all pending applications therefor or renewals thereof, including those listed on **SCHEDULE 1.1(A)(XII)**, which schedule may be updated and modified at the Buyer's sole discretion at any time prior to Closing;

(xiii) all accounts receivable; and

(xiv) all net proceeds of Seller's operations whatsoever, if any, earned between the Auction date and the Closing Date.

(b) Notwithstanding the foregoing, the properties, rights, assets, Contracts and claims of Seller set forth below (collectively, the "Excluded Assets") are expressly excluded from the purchase and sale contemplated by this Agreement and, as such, are not included in the Purchased Assets:

(i) the Purchase Price;

(ii) any Permits that are not transferable pursuant to Applicable Laws;

(iii) the Liquor Licenses;

(iv) any Contracts that are not Assumed Contracts including, without limitation, agreements set forth on **SCHEDULE 1.1(B)**, which schedule may be updated and modified at the Buyer's sole discretion at any time prior to Closing;

(v) all cash and cash equivalents, bank accounts, and securities of Seller as of the date the Auction occurs;

(vi) all Benefit Plans and assets attributable thereto;

(vii) all claims and actions of the Seller against any creditors of the Company other than those described in ARTICLE 1.1(a)(vi) and in **SCHEDULE 1.5(E)(IV)**;

(viii) any of the following books and records: corporate seals, organizational documents, minute books, stock books, tax returns, books of account or other records having to do with the corporate organization of Company, all employee-related or employee benefit-related files or records (other than personnel files of employees hired by Buyer at the Closing), and any other books and records which Seller is prohibited

from disclosing or transferring to Buyer under Applicable Law and is required by Applicable Law to retain;

(ix) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder, provided that any proceeds relating to any loss, damage, or destruction of one or more of the Purchased Assets that is received on or after the date of this Agreement shall be included as a Purchased Asset;

(x) all of the Company's Tax refunds, rebates, credits, Tax assets and similar items relating to any period, or any portion of any period;

(xi) income Tax Returns of Seller and related materials;

(xii) equity securities or other ownership interest of Seller; and

(xiii) such other assets set forth on **SCHEDULE 1.1(B)**.

1.2 Assumption of Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, in addition to the Purchase Price and as additional consideration for the Purchased Assets, at the Closing, Buyer shall assume, pay, discharge or perform when due all of the debts, obligations and liabilities of the Business set forth on **SCHEDULE 1.2(A)** (collectively, the "Assumed Liabilities"), which schedule may be updated and modified at the Buyer's sole discretion at any time prior to Closing.

(b) Buyer shall not assume, be deemed to assume, take subject to, or in any way become liable for, any debts, obligations or liabilities of Seller that are not Assumed Liabilities.

1.3 Purchase Price. The aggregate purchase price for the Purchased Assets shall be Fifteen Million Three Hundred Thousand Dollars (\$15,300,000) (the "Purchase Price").

1.4 Good Faith Deposit. A good faith deposit of Five Hundred Thousand Dollars (\$500,000) (the "Deposit") shall be delivered to the trust account of Seller within seven (7) days of the execution of the Agreement, with such funds to be delivered to Seller and credited towards the Purchase Price in the event the sale of the Purchased Assets to Buyer pursuant to this Agreement is approved by the Receivership Court. In the event Buyer is not deemed by the Receivership Court to be the High Bidder (defined below) or the Backup Bidder (defined below) for the Purchased Assets and/or the Receivership Court fails to approve the sale of the Purchased Assets to Buyer, the Deposit shall be refunded within seven (7) days.

1.5 Closing.

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall take place via the electronic exchange of documents and signatures contemplated by this Agreement at such time, date or place as the Parties may mutually agree in writing. The date on which the Closing actually occurs is herein referred to as the "Closing Date", which shall be the earlier of: (i) one hundred and twenty (120) days following the entry of the Sale Order; (ii) one (1) business day after Buyer's receipt of confirmation that it has obtained all consents,

approvals and Governmental Authorization necessary to operate the Business under Applicable Laws, including but not limited to the acquisition by Buyer of appropriate Liquor Licenses permitting Buyer to sell alcohol in substantially the same way the Seller did prior to Closing Date; or (iii) such date as elected by the Buyer in its sole discretion. The Closing shall be deemed effective as of 5:00 p.m. Pacific Time on the day prior to the Closing Date (the “Effective Time”).

(b) Cooperation with Buyer. Prior to Closing, Seller shall at Buyer’s request make best business efforts to cooperate with Buyer to effectuate the transfer to Buyer of the Purchased Assets.

(c) Buyer Financing of Seller’s Operational Shortfall. From the date the Sale Order is entered approving the sale to Buyer through and including the Closing Date, Buyer will advance funds to Seller, as requested by Seller on a monthly basis, sufficient to cover Seller’s ongoing operational shortfall, insofar as Seller abides by the budget set forth on **SCHEDULE 1.5(c)** (the “Budget”), which Budget shall be negotiated in good faith by and between Buyer and Seller and finalized at least two (2) business days prior to the sale and auction date. Such advances are deemed to be Buyer’s investment in the Business it is purchasing hereunder; Buyer is not entitled to a credit against the Purchase Price for such advances; and Buyer is not entitled to a claim of any nature should the sale fail to close.

(d) Buyer Closing Deliveries. Subject to the terms and conditions of this Agreement, at or prior to the Closing, Buyer shall:

(i) Pay to Seller, by wire transfer of immediately available funds to the account designated by Seller, the Purchase Price.

(ii) Assume the Assumed Liabilities by delivery of duly executed instruments of assumption to Seller, in the forms reasonably acceptable to Seller, that are reasonably necessary to effect the assumption by Buyer of the Assumed Liabilities (including, without limitation, the assignment of the Real Property Leases).

(e) Seller Closing Deliveries. Subject to the terms and conditions of this Agreement, at or prior to the Closing, Seller shall:

(i) Convey all of the Purchased Assets to Buyer;

(ii) Deliver to Buyer such duly executed instruments of sale, transfer, assignment and conveyance, in the forms reasonably acceptable to Buyer, which are reasonably necessary to effect transfer to Buyer of good title to the Purchased Assets, free and clear of all Liens;

(iii) [Intentionally Omitted]

(iv) A release of all claims and actions of the Seller against any creditors of the Company listed on **SCHEDULE 1.5(E)(IV)**, which schedule may be updated and modified at the Buyer’s sole discretion at any time prior to Closing; and

(v) Deliver to Buyer the Sale Order, which shall not have been reversed, appealed, stayed, modified or amended.

1.6 Transfer Following Closing. If Seller identifies any Purchased Asset in its possession following the Closing (including, but not limited to, any Contract that was not disclosed to Buyer, provided Buyer agrees in writing that such Contract is an Assumed Contract hereunder) that was not assigned to, or not delivered to, Buyer prior to the Closing, or otherwise comes within the possession of Seller following the Closing, then Seller shall, subject to Buyer's written consent, transfer or cause to be transferred such asset to Buyer or its designee as soon as reasonably practicable and for no further consideration (it being acknowledged and agreed that Buyer shall have already paid good consideration for all such Purchased Assets by paying the Purchase Price). Seller shall notify Buyer as soon as reasonably practicable upon becoming aware that there are any such assets in its possession.

1.7 Allocation.

(a) The Purchase Price shall be allocated between the Purchased Assets and the Assumed Liabilities for all purposes (including Tax and financial accounting) in accordance with Section 1060 of the Code, the Treasury Regulations promulgated thereunder and the allocation principles set forth on **SCHEDULE 1.7** (the "Allocation Methodology"). Within ninety (90) days following the Closing, Buyer shall prepare a draft schedule (the "Allocation Schedule") employing the Allocation Methodology and deliver such draft Allocation Schedule to Seller for review. Seller shall have a period of thirty (30) days from the date of receipt to review the Allocation Schedule. The Allocation Schedule shall be final and binding on Seller unless, prior to the close of business on the last day of such review period, Seller delivers to Buyer written notice of any disagreement with the Allocation Schedule, which notice shall describe the nature of any such disagreement. If Seller delivers written notice of any disagreement within the review period, then Seller and Buyer shall in good faith attempt to resolve the disputed matter. If Seller and Buyer are unable to resolve all disagreements within thirty (30) days after receipt by Buyer of Seller's written notice of disagreement, then, within ten (10) days thereafter, the matter shall be submitted to a mutually agreeable firm of certified public accountants (the "Accounting Arbitrator") for binding resolution.

(b) The Accounting Arbitrator shall consider only those matters set forth in the Allocation Schedule upon which Buyer and Seller have disagreed and shall be required to resolve the matters in accordance with the terms and provisions of this Agreement. In submitting a dispute to the Accounting Arbitrator, each of Buyer and Seller shall concurrently furnish, at their own expense, to the Accounting Arbitrator and the other Party such documents and information as the Accounting Arbitrator may request. Each of Buyer and Seller may also furnish to the Accounting Arbitrator such other information and documents as it deems relevant, with copies of such submission and all such documents and information being concurrently given to the other Party.

(c) The Accounting Arbitrator shall resolve each item of disagreement based solely on the presentations and supporting material provided by the Parties and not pursuant to any independent review (the foregoing, however, shall not preclude the Accounting Arbitrator from independent research of facts or determining proper application of the terms of this Agreement with respect to the subject matter of the objections and disagreement between the

Parties). No later than thirty (30) days following its engagement, the Accounting Arbitrator shall issue a detailed written report that sets forth the resolution of all items in dispute and that contains a final Allocation Schedule. Such report shall be final and binding upon the Parties absent manifest error. The fees and expenses of the Accounting Arbitrator incurred in connection with the determination of the disputed items by the Accounting Arbitrator shall be borne by Seller and Buyer in an amount proportionate to the dollar amount contested and not awarded to such Party as a percentage of the total dollar amount contested by the Parties, as determined by the Accounting Arbitrator. Buyer and Seller shall cooperate fully with the Accounting Arbitrator and respond on a timely basis to all requests for information or access to documents or personnel made by the Accounting Arbitrator or by other Parties hereto, all with the intent to fairly and in good faith resolve all disputes relating to the Allocation Schedule as promptly as reasonably practicable.

(d) Neither Buyer nor Seller will take any position (whether in audits, Tax Returns or otherwise) inconsistent with the Allocation Schedule (as finally determined) unless required to do so by a determination within the meaning of Section 1313(a) of the Code.

ARTICLE 2 “AS-IS, WHERE-IS” SALE

2.1 Independent Investigation. Buyer shall have independently investigated, analyzed and appraised the value, profitability and condition of the Purchased Assets, including, without limitation, the fitness or suitability of the Purchased Assets for Buyer’s intended use, without relying on any representations of any kind (whether oral or written, express or implied) made by Seller to Buyer. Buyer is purchasing the Purchased Assets in in their “AS IS, WHERE IS” condition solely in reliance upon Buyer’s own investigations and evaluation thereof and without any representation or warranty by Seller as to the condition of the Purchased Assets.

2.2 AS-IS WHERE-IS Purchase; No Side Agreements Or Representations. Buyer acknowledges and agrees that Buyer has independently and personally inspected the Purchased Assets, Buyer has elected to go forward with the purchase of the Purchased Assets on the basis of such personal examinations and inspections as Buyer has deemed appropriate to make. Buyer agrees that AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PURCHASED ASSETS IN AN “AS IS” AND “WHERE IS” PHYSICAL CONDITION AND IN AN “AS IS” STATE OF REPAIR, WITH ALL FAULTS. No person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges and agrees that, except as specifically provided in this agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of and to, including concerning or with respect to:

- (i) the value of the Purchased Assets;
- (ii) the income to be derived from the Purchased Assets;

- (iii) the suitability of the Purchased Assets for any and all activities and uses which Buyer may conduct thereon;
- (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Purchased Assets;
- (v) the manner, quality, state of repair, or lack of repair, of the Purchased Assets;
- (vi) the nature quality or condition of the Purchased Assets;
- (vii) the compliance of or by the Purchased Assets or the operation of the Purchased Assets with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
- (viii) the manner, condition, or quality of the construction or materials, if any, incorporated into the Purchased Assets;
- (ix) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including but not limited to, the Endangered Species Act, Title III of the Americans With Disabilities Act of 1990, and any other law, rule or regulation governing access by disabled persons;
- (x) the presence or absence of hazardous or toxic substances at, on, under, or adjacent to the Purchased Assets;
- (xi) the content, completeness or accuracy of the due diligence materials, including any informational package, document list or other materials prepared by Seller;
- (xii) the conformity of the improvements to any plans or specifications for the Purchased Assets, including any plans and specifications that may have been or may be provided to Buyer;
- (xiii) the conformity of the Purchased Assets to past, current or future applicable zoning or building requirements; and
- (xiv) with respect to any other matter concerning the Purchased Assets, except as may be otherwise expressly stated herein, including any and all such matters referenced, discussed or disclosed in any documents delivered by Seller to Buyer, in any public records of any governmental agency, entity or utility company, or in any other documents available to Buyer.

Buyer acknowledges and agrees that the opportunity to inspect the Purchased Assets and review information and documentation respecting the Purchased Assets is sufficient to allow the Buyer to make an adequate investigation of the Purchased Assets and that Buyer is relying solely on its own investigation of the Purchased Assets and review of such information and documentation, and not, on any information provided or to, be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be

provided by or on behalf of Seller with respect to the Purchased Assets was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be provided herein. Buyer agrees to fully and irrevocably release all such sources of information and preparers of information and documentation to the extent such sources or preparers are Seller, or its employees, members, officers directors, representatives, agents, servants, attorneys, affiliates, parent companies, subsidiaries, successors or assigns, from any and all claims that it may now have or hereafter acquire against such sources and preparers of information for any costs, loss, liability, damage, expense, demand, action or cause of action arising from such information or documentation. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Purchased Assets or the operation thereof furnished by any of the foregoing entities and individuals or any other individual or entity. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Purchased Assets as provided for herein is made on an "AS-IS WHERE-IS" condition and basis, with all faults, and that Seller has no obligations to make repairs, replacements or improvements.

2.3 No Liability to Seller. WITHOUT LIMITATION OF THE FOREGOING, AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE DETERMINATION OF THE CONSIDERATION GIVEN HEREUNDER, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS ENTERING INTO THIS AGREEMENT SOLELY IN CONNECTION WITH HIS DUTIES AS SELLER PURSUANT TO THE RECEIVERSHIP COURT'S ORDERS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY SELLER, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCE WHATSOEVER, EXCEPT IF THE RESULT OF SELLER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. SELLER SHALL NOT BE PERSONALLY LIABLE IN CONNECTION WITH ANY DUTIES PERFORMED BY SELLER PURSUANT TO THE RECEIVERSHIP COURT'S ORDERS.

2.4 Survival. The provisions of this ARTICLE 2 shall survive the Closing indefinitely or until the maximum extent allowed under applicable laws.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Buyer hereby represents and warrants to Seller as follows:

3.1 Organization and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Hawaii. To the extent the Buyer assigns its rights under this Agreement to an assignee, the assignee will be duly organized, validity existing and in good standing in its state of incorporation.

3.2 Authority. Buyer has all requisite corporate power and authority to enter into and deliver this Agreement and the Transaction Documents to which Buyer is a party, to carry

out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer, enforceable against it in accordance with its terms.

3.3 No Breach. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the organizational documents of Buyer; (b) result in a violation or breach of any provision of any Applicable Law with respect to Buyer; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any material Contract to which Buyer is a party; except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair Buyer's ability to consummate the transactions contemplated hereby.

ARTICLE 4 RECEIVERSHIP COURT APPROVAL

4.1 Timing of Motion to Approve the Sale and Proposed Sale Procedures. A sale motion acceptable to Buyer to be filed on or before June 3, 2022, with the Receivership Court in the Receivership Case (the "Sale Motion") and the Receivership Court shall enter an order approving certain proposed sale and overbid procedures ("Sale Procedures") substantially in conformity to the below prior to any auction. Seller shall provide timely notice of the Sale Motion, the hearing thereon, and the Sale Procedures to all creditors and interested parties who to his Knowledge have or may have claims, rights, or causes of action related to the Company, the Seller, or the Purchased Assets. The Sale Procedures are an integral part of this Agreement and the Sale Procedures shall at minimum:

- (a) Establish an auction date and time (the "Auction").
- (b) Require that competing offers to acquire the Purchased Assets shall:
 - (i) be submitted in writing to Seller and Buyer and their respective counsel on or before 5:00 p.m. (Pacific Time) at least two (2) business days prior to the sale and auction date or such other date as set by the Receivership Court (the "Bid Deadline");

(ii) provide for a minimum cash purchase price that exceeds the sum of: (a) the Purchase Price; (b) \$250,000 (to cover the maximum Breakup Fee under ARTICLE 4.1(d); and (c) \$250,000;

(iii) be accompanied by a signed asset purchase agreement in form and substance substantially similar to this Agreement, together with a redlined, marked copy showing all changes to this Agreement; and

(iv) be accompanied by a \$500,000 good faith deposit and proof of readily available funds sufficient to close.

(c) Provide that the sale of the Purchased Assets will be free and clear of all Indebtedness and Liabilities of Seller, Claims against Seller and Encumbrances (including any successor liability) asserted against Seller or property of Seller, other than the Assumed Liabilities.

(d) Provide that if Seller sells substantially all its assets to an alternate purchaser at a price greater than the Purchase Price, Buyer shall be paid a breakup fee (the “Breakup Fee”) at Closing in an amount to be determined as follows:

(i) If the Auction occurs on or before June 8, 2022, Buyer shall be paid a Breakup Fee of one hundred fifty thousand dollars (\$150,000); provided however, the Breakup Fee shall increase by twenty five thousand dollars (\$25,000) for each week the Auction is delayed, rescheduled, continued, or otherwise fails to occur after June 8, 2022. Notwithstanding the foregoing, the Breakup Fee shall not exceed \$250,000. By way of example only:

If the Auction fails to occur on or before:	Breakup Fee
June 8, 2022	\$175,000
June 15, 2022	\$200,000
June 22, 2022	\$225,000
June 27, 2022 or later	\$250,000

(e) Provide that no other bidder shall be entitled to the payment of a breakup fee.

(f) Provide that a hearing to approve the successful bid, or, if no auction is held, to approve this Agreement, shall be scheduled immediately following the auction (the “Sale Hearing”). For clarity, it is currently expected that the Sale Hearing and auction will both take place in open court on the same day.

(g) Provide that the Receivership Order and the injunctions set forth therein shall remain in place (except as specifically modified by any order approving these Sale Procedures) at least through Closing.

(h) Provide that in the event Buyer is not deemed by the Receivership Court to be the highest bidder for the Assets and/or the Receivership Court fails to approve the sale of the Assets to Buyer for any reason, the Deposit shall be refunded to the Buyer in accordance with ARTICLE 1.4 of this Agreement; unless Buyer is selected at the Backup Bidder at the Auction, in which case the provisions of subsection (i) immediately below will govern.

(i) Provide that, if there are multiple qualified bidders at the Auction (“Qualified Bidders”), the Seller shall obtain the Receivership Court's approval of the Qualified Bidder with the highest and best bid (“High Bidder”) and also the Qualified Bidder with the next highest and best bid at the Auction, to the extent such unsuccessful Qualified Bidder desires at their discretion to serve as a backup bidder (the “Backup Bidder”). Seller shall retain the Backup Bidder's Bid Deposit until (a) closing for the High Bidder occurs, in which event the Backup Bidder's Bid Deposit shall immediately be returned to the Backup Bidder, or (b) closing for the High Bidder fails to occur, in which event the Backup Bidder's Bid Deposit shall be applied to the purchase price for the Backup Bidder's closing as set forth herein below. If the High Bidder fails to close the purchase and sale of the Purchased Assets, the Backup Bidder shall be deemed to be the High Bidder and Seller shall provide written notice thereof to the Backup Bidder, and the sale shall close on the terms set forth in ARTICLE 1.5 above. Pursuant to the foregoing, if the initial High Bidder fails to close the purchase and sale of the Purchased Assets and the Court has approved a Backup Bidder, Seller shall proceed to close with the Backup Bidder without any obligation to conduct another auction as a condition precedent to such Closing. The High Bidder's Bid Deposit shall be applied to the purchase price at closing; if the sale is approved by the Receivership Court and the High Bidder closes the purchase and sale of the Purchased Assets. Any Qualified Bidder other than the High Bidder and the Backup Bidder shall have their deposits returned following the Auction.

4.2 Certain Undertakings. If the Sale Procedures Order, the Sale Order or any other order of the Receivership Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), Seller will cooperate, to the extent permitted by the Receivership Court, with Buyer or Zions Bancorporation, N.A. in defending against such appeal, petition or motion and in endeavoring to obtain an expedited resolution of such appeal.

ARTICLE 5 ADDITIONAL COVENANTS AND AGREEMENTS

5.1 Conduct of Business Prior to Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Seller shall make its best efforts, given Seller's constrained finances, which are acknowledged by Buyer, to:

(a) preserve and maintain all Permits required for the ownership and use of the Purchased Assets;

(b) maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement;

(c) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation, including, but not limited to making all required filings and paying all required fees to preserve and maintain ownership and validity of the Intellectual Property Assets;

(d) perform all of his obligations under all Assumed Contracts;

(e) maintain the Books and Records in accordance with past practice;

(f) comply in all material respects with all Applicable Laws regarding the ownership and use of the Purchased Assets; and

(g) not take or permit any action that would cause the disposal or transfer of any Purchased Asset, amend or modify the material terms of any of the Assumed Contracts, personal property leases or the Real Property Leases.

5.2 Access to Information. Prior to and through the date on which the Closing occurs or this Agreement is terminated, Seller shall cooperate with Buyer and shall give Buyer and its representatives (including Buyer's accountants, consultants, counsel and employees), upon reasonable notice and during normal business hours, full access to the properties, contracts, leases, equipment, employees, affairs, books, documents, records and other information of Seller to the extent relating to the Business, the Purchased Assets, Assumed Liabilities, and any other aspect of this Agreement and shall cause their respective officers, employees, agents and representatives to furnish to Buyer all available documents, records and other information (and copies thereof), to the extent relating to the Business, the Purchased Assets, Assumed Liabilities, and any other aspect of this Agreement, in each case, as Buyer may reasonably request.

5.3 Notice of Certain Events. From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Entity; and

(c) any Actions commenced or threatened against, relating to or involving or otherwise affecting the Seller, the Purchased Assets or the Assumed Liabilities affecting the consummation of the transactions contemplated by this Agreement.

5.4 Employees and Employee Benefits.

(a) Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Company or the Seller, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period at any time on or prior to the Closing Date.

(b) The Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of Seller or the spouses, dependents, or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. The Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors, or consultants of the Company which relate to events occurring on or prior to the Closing Date.

5.5 Confidentiality. Seller shall and cause his representatives to hold in confidence any and all information, whether written or oral, concerning the business of the Buyer, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller or his representatives; (b) is lawfully acquired by Seller or his representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (c) Seller believes based upon the advice of counsel that disclosure is required in connection with the Receivership Case. If the Seller or his representatives are compelled to disclose any information by judicial or administrative process or by other requirements of law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by his counsel in writing is legally required to be disclosed, provided that Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. Seller acknowledges that the terms of the preceding sentence shall survive any termination of this Agreement. For the avoidance of doubt, this Agreement itself shall not be confidential and may be publicly disclosed by any party once it is fully executed.

5.6 Expenses. With the exception of the Breakup Fee, the Parties shall pay all of their own respective fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers and other representatives and consultants) incurred in connection with the negotiation of this Agreement, the performance of their obligations under this Agreement and the consummation of the transactions contemplated hereby.

5.7 Sales Agent/Fee. Onyx Asset Advisors, LLC ("Onyx") has been retained as the exclusive sale agent for the purpose of marketing the Assets. All commissions or other funds due Onyx will be as ordered by the Receivership Court, and it will be the sole obligation of the Seller to be paid out of the proceeds of any sale. Buyer will have no obligation to pay any brokerage commission, finders' fee or similar compensation in connection with the transactions contemplated hereby based on any arrangement or agreement made by or on behalf of Seller.

5.8 Prorations of Taxes. All real property taxes, personal property taxes, or ad valorem obligations and similar recurring taxes and fees on the Purchased Assets for taxable periods beginning before, and ending after, the Closing Date, shall be prorated between Buyer and Seller as of the Closing Date. Seller shall be responsible for all such taxes and fees on the Purchased Assets accruing during any period up to and including the Closing Date. Buyer shall be responsible for all such taxes and fees on the Purchased Assets accruing during any period after the Closing Date. Seller shall timely file all Tax Returns due before the Closing Date with respect to such Taxes and Buyer shall prepare and timely file all Tax Returns due after the Closing Date

with respect to such Taxes. If one Party remits to the appropriate Taxing Authority payment for Taxes, which are subject to proration and such payment includes the other Party's share of such Taxes, such other Party shall promptly reimburse the remitting Party for its share of such Taxes.

5.9 Cooperation on Tax Matters. Buyer and Seller shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters.

5.10 Further Assurances. Seller and Buyer shall execute and deliver such further instruments of conveyance and transfer and take such additional actions as the other Party may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer of the Purchased Assets, the assumption by Buyer of the Assumed Liabilities and the conduct by Buyer of the Business.

5.11 Bulk Sales. Buyer and Seller each hereby waive compliance with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer. The Parties further agree that the Court's order approving the sale of the Purchased Assets shall include a provision specifically waiving requirements of any 'bulk transfer' laws and providing that the Buyer shall have no liabilities under any 'bulk transfer' law in connection with this Agreement or its acquisition of the Purchased Assets.

ARTICLE 6 TERMINATION

6.1 Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned, by written notice given to the other party hereto, at any time prior to the Closing:

- (a) by mutual written consent of Seller and Buyer;
- (b) by Seller or Buyer if (i) the Receivership Court enters an Order approving the sale of the Purchased Assets to a third-party purchaser and (ii) Buyer is not the Backup Bidder at the Auction;
- (c) by Buyer if the Sales Procedures are not approved in all material respects by the Receivership Court on or before June 20, 2022;
- (d) at any time prior to the Closing Date, by Buyer if Seller is in breach of any covenant, representation, undertaking or warranty and Buyer has not waived such condition in writing on or before the Closing Date or if Seller consummates the sale of the Purchased Assets to any party other than Buyer;

(e) at any time prior to the Closing Date by Seller if Buyer is in breach of any covenant, representation or warranty, and Seller has not waived such condition in writing on or before the Closing Date;

(f) by Buyer, if the Closing shall not have occurred on or before September 30, 2022, unless the failure to have the Closing shall be due to the failure of Buyer to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; and

(g) by Buyer if any party (other than Buyer) appeals the Sale Order.

ARTICLE 7 RELEASES

7.1 Release by Buyer. To the maximum extent permitted by law, and except for the obligations imposed by this Agreement, Buyer, on behalf of itself and its past, present and future agents, representatives, partners, shareholders, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs and executors and assigns (the “Buyer Parties”), shall on the Closing Date, release and forever discharge Seller and each of its respective past, present and future agents (including Seller’s sales agent Onyx, its representatives, partners, attorneys, shareholders, principals, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs, executors and assigns) (the “Seller Released Parties”) from and against all claims, rights, remedies, recourse or other basis for recovery, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen, whether arising before or after the Closing Date, including without limitation any loss, damage, injury, illness, death or other claim the Buyer Parties may hold against the Seller Released Parties, which is attributable or related to the Purchased Assets (collectively, the “Buyer Released Claims”). The Parties expressly agree that each and every Seller Released Party that is not a signatory to this Agreement is a third party beneficiary of this Agreement.

7.2 Release by Seller. To the maximum extent permitted by law, and except for the obligations imposed by this Agreement, Seller, on behalf of itself and its past, present and future agents, representatives, partners, shareholders, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs and executors and assigns (the “Seller Parties”), shall on the Closing Date, release and forever discharge Buyer and each of its respective past, present and future agents (including its representatives, partners, attorneys, shareholders, principals, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs, executors and assigns) (the “Buyer Released Parties”) from and against all claims, rights, remedies, recourse or other basis for recovery, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen, whether arising before or after the Closing Date, including without limitation any loss, damage, injury, illness, death or other claim the Seller Parties may hold against the Buyer Released Parties, which is attributable to or related to the Purchased Assets (collectively, the “Seller Released Claims”). The Parties expressly agree

that each and every Buyer Released Party that is not a signatory to this Agreement is a third party beneficiary of this Agreement.

7.3 Scope of Release. It is a condition hereof, and it is the intention of the Parties in executing this Agreement and in giving the releases set forth herein, that the same shall be effective as a bar to each and every claim, demand, and cause of action, matter or thing specified; and in furtherance of this specific intention, the Parties hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties represent and warrant that they have been advised to seek advice from independent legal counsel of their own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these releases, and the specific waiver of Section 1542, and the Parties, and each of them, expressly consent that this Agreement and the releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

Buyer's initials



Seller's initials



7.4 Survival. The provisions of this ARTICLE 7 shall survive the Closing indefinitely or until the maximum extent allowed under applicable laws.

ARTICLE 8 DEFINITIONS

8.1 Definitions. Whenever used in this Agreement, the following terms and phrases have the following respective meanings:

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Applicable Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement or rule of law of

any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Benefit Plan” shall mean any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Company for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of Seller or any spouse or dependent of such individual, or under which the Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contracts” means, with respect to any Person, any legally binding contracts, leases, licenses, supply and distribution agreements, sales and purchase agreements and orders, confidentiality agreements, insurance policies, deeds, mortgages, guaranties, indentures, undertakings, arrangements or understandings and other commitments, agreements, and business arrangements; provided however, that purchase orders entered into in the ordinary course of business shall not be deemed to be Contracts.

“Encumbrance” means any lien, encumbrance, claim, right, demand, charge, mortgage, deed of trust, option, pledge, hypothecation, security interest or similar interest, title defect (excluding easements, rights of way, restrictive covenants, conditions, restrictions and encroachments of public record or discoverable upon inspection), right of first refusal, preemptive right, judgment, conditional sale or other title retention agreement, or other imposition, restriction on transfer or lawful use of any nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

“Governmental Entity” means any federal, provincial, state, municipal, local or foreign court or tribunal, administrative or regulatory body, agency or commission, or any other governmental authority or instrumentality.

“Indebtedness” means: (a) any obligations of a Person for borrowed money, (b) any obligations evidenced by any note, bond, debenture or other debt security or other instrument, (c) any guarantee or commitment by which a Person assures or guarantees a creditor or other Person against loss (including contingent reimbursement Liability with respect to letters of credit), (d) any Liabilities under leases that would be considered capitalized leases under GAAP, (e) any obligations for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise as obligor or otherwise, including earn-outs, holdbacks and similar deferred payment obligations, (f) any Liability guaranteed in any manner by a Person

(including guarantees in the form of an agreement to repurchase or reimburse), (g) any indebtedness secured by an Encumbrance on a Person's assets, (i) any retainers or similar payment obligations of such Person, (h) any amounts owed to any Person under any bonus arrangements, noncompetition arrangements, severance arrangements or any similar arrangements, (i) all accrued but unpaid vacation, employee bonuses or any other Liabilities related to Seller employees, (j) any deferred or unearned revenue, (k) the face amount of all letters of credit issued for the account of a Person (or for which such Person is liable) and without duplication, all drafts drawn thereunder and all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments issued by a Person (or for which such Person is liable), (l) all obligations under any interest rate, currency or other hedging or derivative arrangements and (m) any accrued and unpaid interest on, and any prepayment premiums, penalties, "make whole amounts," indemnities, expenses, consent or other fees, breakage costs or similar charges in respect of, any of the foregoing obligations computed as though payment is being made in respect thereof on the Closing Date.

"Intellectual Property" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Entity-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("Patents"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("Trademarks"); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("Copyrights"); (d) internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, instructions, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, assays, techniques, formulae, expertise, materials, other technology, and other confidential and proprietary information and all rights therein ("Trade Secrets"), including, but not limited to Trade Secrets applicable to formulations, compositions or products or to their manufacture, development, registration, use or marketing or processes for their manufacture, formulations containing them or compositions incorporating or comprising them, and including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, preclinical and clinical data, instructions, processes, formula, and expertise; (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("Software"); and (i) rights of publicity; and (j) all other intellectual or industrial property and proprietary rights.

“Intellectual Property Agreements” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to any Intellectual Property to which the Seller is a party, beneficiary or otherwise bound.

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, or application by or with any Governmental Entity or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

“Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including all costs and expenses relating thereto.

“Liens” means any security interests, mortgages, interests, liens, pledges, charges, defects of title, options and other rights of third parties, rights of first refusal, claims, or any other encumbrance or restriction on ownership.

“Liquor Licenses” means alcoholic beverage licenses issued with respect to the Premises by the California Department of Alcoholic Beverage Control.

“Governmental Authorization” means all permits, licenses, certifications, orders, authorizations, approvals and other similar rights from any Governmental Entity held by Seller to enable Buyer to conduct the Business at the Premises, including without limitation to the Liquor License.

“Losses” means all actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys’ fees, but excluding punitive or exemplary damages and any damages that would not have been reasonably foreseeable by the Parties as of the date hereof, except in each case, for any Losses as may be payable (a) to a third party in respect of a third party claim or (b) with respect to a claim of fraud, to the extent actually awarded to a Governmental Entity or other third party.

“Order” means any order, writ, injunction, stipulation, judgment, ruling, assessment, arbitration award, plan or decree.

“Permits” means all authorizations, licenses, variances, exemptions, orders, permits and approvals granted by or obtained from any governmental entity.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“Proceeding” means any action, charge, claim, complaint, demand, arbitration, audit, assessment, hearing, investigation, legal proceeding, administrative enforcement proceeding, litigation, suit or other proceeding (whether civil, criminal, administrative, judicial or

investigative, whether formal or informal, whether public or private) commenced or brought by any Person before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel.

“Premises” means any locations, including improvements thereon, for the operation of the Business that are subject to the Real Property Leases.

“Real Property Leases” means those certain lease agreements entered into by the Seller, with such amendments thereto as deemed acceptable by the landlord thereof and the Buyer.

“Sale Order” means a final non-appealable Order of the Receivership Court in form and substance satisfactory to Buyer in its sole judgment, authorizing and approving this Agreement and the transactions contemplated by this Agreement; provided, that Buyer shall not be required to accept a Sale Order that does not: (a) provide for the sale, transfer and assignment of all of the Seller’s rights, title and interest in the Purchased Assets to the Buyer on the terms and conditions set forth herein, free and clear of all Indebtedness and Liabilities of Seller, Claims against Seller and Encumbrances (including any successor liability) asserted against Seller or property of Seller, other than the Assumed Liabilities; (b) provide for the assumption and assignment of the Assumed Contracts and the Assumed Liabilities by and to the Buyer; (c) provide that, other than the Assumed Liabilities, the Buyer shall not be responsible for any claims against the Seller or any Liabilities or Indebtedness of the Seller; (d) find the transfers of the Purchased Assets by the Seller to the Buyer constitutes transfers for reasonably equivalent value under applicable state and federal laws; (e) hold that the Buyer is a not a successor to the Seller or the Company by reason of any theory of Law or equity, (f) permanently enjoining each and every holder of a claim for Indebtedness or Liabilities of Seller, or holder of a Lien, claim or Encumbrances asserted against Seller or Seller’s property, from commencing, continuing or otherwise pursuing or enforcing any remedy, claim, cause of action or Encumbrance against the Buyer or the Purchased Assets, other than the Assumed Liabilities; (g) hold that, after the entry of the Sale Order shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, the Ancillary Documents or the Sale Order, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement; and (h) provide that Buyer shall not be required to offer employment to any employees of Seller.

“Tangible Personal Property” means all machinery, fixtures, equipment, tools, spare parts, furniture, office equipment, hardware, supplies, materials, vehicles and other items of tangible personal property of any kind (other than Inventory) owned, leased, used or held for use by Seller in connection with any of the Business and/or the Purchased Assets.

“Tax” or “Taxes” means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

“Tax Return” means any return, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any governmental entity or other authority in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

ARTICLE 9
MISCELLANEOUS

9.1 Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, so long as any such amendment or waiver is set forth in a writing executed by the Parties. No course of dealing between or among the Parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

9.2 Knowledge Defined. For purposes of this Agreement, the terms “Knowledge”, “to Seller’s knowledge,” “to the knowledge of Seller” or words of similar meaning as used herein shall mean the actual knowledge of Thomas C. Hebrank based on the performance of his duties under the Receivership Order.

9.3 Notices. All notices and other communications under or in connection with this Agreement shall be in writing and shall be deemed given (a) if delivered personally or by overnight courier, upon delivery, (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed, or (c) if given by email, upon confirmation of delivery, in each case to the parties at the following addresses:

If to Seller:

E3 Advisors, Inc.
Attn: K. Thomas C. Hebrank
501 W Broadway Ste 290
San Diego, CA 92101
thebrank@ethreadvisors.com

If to Buyer:

Aumakua Holdings Inc. d/b/a
Maui Brewing Co.
Attn: Garrett Marrero
605 Lipoa Pkwy
Kihei, Hawaii 96753

with a copy to (which shall not constitute notice to Buyer):

ArentFox Schiff LLP
Gas Company Tower
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013

Attn: M. Douglas Flahaut
douglas.flahaut@afslaw.com

9.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned without the prior written consent of the other Parties. For the avoidance of doubt, the Seller is deemed to consent to the Buyer assigning its rights hereunder to any affiliate or new entity formed for the purposes of acquiring the Assets.

9.5 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

9.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement, but only if the remaining provisions of the Agreement provide Buyer with the Purchased Assets for the same Purchase Price, free and clear of all Liens, Claims, Interests, Liabilities, Indebtedness and Encumbrances (other than the Assumed Liabilities).

9.7 Captions and Headings. The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or heading had been used in this Agreement.

9.8 Entire Agreement. This Agreement, including the schedules attached to this Agreement and other documents referred to herein, contain the entire understanding of the Parties with respect of their subject matter and supersede all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

9.10 Governing Law; Venue. The law of the State of California shall govern all questions concerning the construction, validity, interpretation and enforceability of this agreement and the schedules to this Agreement, and the performance of the obligations imposed by this Agreement, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. The exclusive venue for any action arising out of or in connection with this Agreement shall be the Receivership Court, and each Party irrevocably submits to the exclusive jurisdiction of such court. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

9.11 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES, IF AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES EACH HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their collective mutual intent, and no rule of strict construction shall be applied against any Person. The term "including" as used herein shall be by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

9.13 Legal Costs. The Parties hereto agrees that they shall pay directly any and all legal costs, which they have incurred on their own behalf in the preparation of this Agreement, all other agreements pertaining to this transaction, and that such legal costs shall not be part of the closing costs. In addition, if any Party hereto brings any suit or other proceeding with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred from the non-prevailing party.

9.14 Remedies for Default. Seller acknowledges and agrees that Buyer would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached by Seller. Accordingly Seller agrees Buyer shall be entitled to request an order of the Receivership Court specifically enforcing this Agreement and compelling the Seller to comply with the terms and provisions hereof. Buyer acknowledges and agrees that it would be difficult to determine damages for Buyer's breach of this Agreement and therefore **IN THE EVENT BUYER FAILS TO CLOSE THE SALE FOR ANY REASON OTHER THAN SELLER'S DEFAULT, SELLER'S SOLE REMEDY SHALL BE LIMITED TO THE DEPOSIT, WHICH SHALL BE PAID OVER TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES WITHOUT ANY FURTHER LEGAL ACTION.**

9.15 No Third-Party Beneficiaries. Except as set forth in ARTICLE 7.1 and ARTICLE 7.2, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any Person (other than the Parties and such assigns) any legal or equitable rights under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

AUMAKUA HOLDINGS INC. D/B/A
MAUI BREWING CO.

By: 

Name: *Garrett W. Mariano*

Title: *CEO*

SELLER:

THOMAS C. HEBRANK, IN HIS
CAPACITY AS THE COURT-
APPOINTED RECEIVER OF MODERN
TIMES DRINKS, INC.

By: _____

Name: Thomas C. Hebrank

Title: Receiver

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

AUMAKUA HOLDINGS INC. D/B/A
MAUI BREWING CO.

By: _____
Name:
Title:

SELLER:

THOMAS C. HEBRANK, IN HIS
CAPACITY AS THE COURT-
APPOINTED RECEIVER OF MODERN
TIMES DRINKS, INC.

By: Thomas C Hebrank
Name: Thomas C. Hebrank
Title: Receiver

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

between

**THOMAS C. HEBRANK, IN HIS CAPACITY AS THE COURT-APPOINTED
RECEIVER OF MODERN TIMES DRINKS, INC.**

and

MAUI BREWING CO.

dated as of

October 28, 2022

SCHEDULE 1.1(A)(I)

Assumed Leases and Contract¹

Lessor / Creditor	Description	Past Due \$	Mo. Pmt \$	Maturity date	Remain. Mo.	
Facility						
Kenton Properties, LLC	3725 Greenwood	22,740	11,634	7/1/39	205.2	
Kenton Properties, LLC	3235 Hancock Street	3,894	1,997	7/1/39	205.2	
Kenton Properties, LLC	Warehouse - 3280 Kurtz	16,796	8,613	7/1/39	205.2	
Kenton Properties, LLC	3281 Kurtz Street	36,777	18,860	7/1/39	205.2	
C/O Seawest Properties (Queen Anne Property Owners)	Warehouse - 3612 Kurtz	4,261	25,563	5/1/31	107.4	
Encinitas 101, LLC	466-470 S Coast Highway 101	41,712	19,252	5/22/38	191.9	
Jman @ the N. Parker LP	3000 Upas	12,332	5,692	2/1/26	44.6	
National Banner Corporation	3220 Kurtz Storage	10,335	4,770	9/1/28	75.5	

Personal Property Lease and Financings

Lessor / Creditor	Description	Past Due \$	Mo. Pmt \$	Maturity date	Remain. Mo.	
Vehicles						
Penske	Penske #2 2019		2,575	9/1/24	27.6	
Penske	Penske 2020 #204487 (CORP)		1,463	6/30/24	25.5	
Nissan	Nissan Cargo Van 180712	418	139	6/27/24	25.4	
Enterprise	2017 Ford Coffee Van		576	6/7/22	0.8	1
Enterprise	Subaru Impreza 2019 Item #239BFW		384	9/1/23	12	
Enterprise	Subaru Impreza 2020 Item #23M3VN		353	9/20/24	24	

¹ Nothing in this Schedule 1.1(a)(i) is or shall be construed as an admission or determination as to the legal status of whether any agreement listed herein is a true lease or unexpired contract or whether it is in fact a financing arrangement. Buyer expressly reserves all rights with respect to any of such issues, including taking the position that any agreement listed in this schedule is actually a financing arrangement and that the underlying asset constitute a "Purchased Asset" which is acquired by Buyer, free and clear of all Liens, Claims, Encumbrances, Indebtedness, and Liabilities.

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Enterprise	Subaru Impreza 2020 Item #23M3XQ		344	9/20/24	24	
Enterprise	Subaru Impreza 2020 Item #23NNJX		422	9/1/24	24	
Enterprise	Subaru Impreza 2020 Item #252TNS		456	7/3/25	35	
Enterprise	Subaru Outback 2022 Item #25393Q		452	9/8/25	37	
Enterprise	Subaru Impreza 2022 Item #24553Z		342	9/7/25	37	
Enterprise	Subaru Impreza 2022 Item #254664		338	10/18/25	38	
Enterprise	Subaru Impreza 2022 Item #245667		337	9/2/25	36	

Vehicle category notes

1. This asset is at end of lease and has a bargain purchase option. The van has value in excess of debt.

Lessor / Creditor	Description	Past Due \$	Mo. Pmt \$	Maturity date	Remain. Mo.	
Forklifts						
Wells Fargo	Encore Crown 4-Wheel Sit Down FC4500		634	6/28/22	1.5	
Wells Fargo	1 used CROWN RC540-40 Forklift		605	1/13/23	8.0	
Wells Fargo	Used 2010 Crown RC5540-40 - Stand up		630	4/26/23	11.4	
Toyota	Toyota Forklift		621	9/22/24	28.3	
Toyota	2020 Toyota 8FBE20U-21110-SD		678	12/21/25	37.7	
Toyota Lift Inc.	2020 Genie GS 1930 Scissor Lift		332	5/1/25	35.5	
Toyota Lift Inc.	2020 Toyota 8HBW23		155	5/1/23	11.6	
Toyota Lift Inc.	2020 Toyota 8FBCU25		348	9/1/25	39.6	

Lessor / Creditor	Description	Past Due \$	Mo. Pmt \$	Maturity date	Remain. Mo.	
Equipment						
Westrock	Westrock Autopacker		5,329	03/01/27	57.5	

Lessor / Creditor	Description	Past Due \$	Mo. Pmt \$	Maturity date	Remain. Mo.	
Other						
YCH	Long term Hops Contract	44,908		Y2025	36	1
Atlas	Coffee supplier agreement	4,961	As Needed	5/1/2023	6	
Atlas	Coffee supplier agreement	N/A	As Needed	5/1/2023	6	

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Olam	Coffee supplier agreement	N/A	As Needed	3/1/2023	4	
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Other Category Notes –

1. Company entered into Hops Contracts. The past due amounts are included in the Company Trade Accounts Payable.

SCHEDULE 1.1(A)(VIII)

Intellectual Property Assets

Collaboration Agreements

Bearded Iris Collaboration Agreement MT (fully exec).pdf
Bearded Iris Collaboration Agreement MT.docx
Bottle Logic MT Collab Agreement - Bobcat Danger Scenario.docx
Brewdog Collaboration Agreement.docx
El Segundo Modern Times Collab Agreement (MT Brewed).docx
Fair State MT Collab Agreement - Full Size Pony.docx
Great Notion MT Collab Agreement (MT Brew).docx
Green Check Modern Times Collab Agreement (MT Brewed).docx
Heater Allen Wayfinder MT Oracolo Collab Agreement.docx
Hidden Springs Collab Agreement MT Brew (fully exec).pdf
Hidden Springs Collab Agreement MT Brew.docx
Highland Park Modern Times Collab Agreement (MT Brewed).docx
Infuse MT Licensing Agreement (fully exec).pdf
Infuse MT Licensing Agreement.docx
Infuse MT Licensing Agreement.pdf
Minoh Beer MT Collab Agreement - Neko Kingdom.docx
Mostra Coffee MT Collab Agreement 2.19.21.docx
Ninkasi MT Collab Agreement - Subspace.docx
Odd Breed Collab Agreement MT Brew.docx
Odd Breed Collab Agreement Odd Breed Brew.docx
Pure Project Coffee Collaboration Agreement MT Brew.docx
Pure Project Collaboration Agreement MT Brew.docx
Pure Project MT Collab Agreements.pdf
Pure Project MT Collaboration Agreement (Pure brewed).docx
Range Brewing Collaboration Agreement MT.docx
Range MT Collab Agreement (fully exec).pdf
Societe Modern Times Collab Agreement (MT Brewed).docx
Societe MT Collaboration Agreement.docx
Vector Brewing MT Collab Agreement.docx
Wayfinder MT Collab Agreement (Abaddon).docx
Weldwerks Collab Agreement MT Brew.docx
Weldwerks Collab Agreement Weldwerks Brew.docx

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Folder > Modern Times - Data Room > IP & Trademarks > Contracts and Licenses > Collaboration Agreements

Collaboration Agreements ... More Options

<input type="checkbox"/>	Name ▲	Size	Uploaded	Creator
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Bearded Iris Collaboration Agreement MT (fully exec).pdf	268 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Bearded Iris Collaboration Agreement MT.docx	18 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Bottle Logic MT Collab Agreement - Ecobcal Danger Scenario.docx	16 KB	4/25/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Brewdug Collaboration Agreement.docx	28 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> El Segundo Modern Times Collab Agreement (MT Brewed).docx	16 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Fair State MT Collab Agreement - Full Size Pony.docx	18 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Great Notion MT Collab Agreement (MT Brew).docx	17 KB	4/28/22	C. Porter
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<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Heater Allen Wayfinder MT Oracolo Collab Agreement.docx	16 KB	4/26/22	C. Porter
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<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Highland Park Modern Times Collab Agreement (MT Brewed).docx	18 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Infuse MT Licensing Agreement (fully exec).pdf	647 KB	4/26/22	C. Porter

Contracts and Licenses

180423.Co-existence Agreement (Tropical Fruitlands).docx
 Alvarado St MT Bubbles use Agreement (fully exec).pdf
 Balliet - Hat IP License.docx
 Boulevard MT Collab License Agreement (fully exec).pdf
 Bruery MT IP License.pdf
 Bubble Alvarado Modern Times TM Co-Existence Agreement V.2 (1).docx
 Cease and Desist - Morning After.pdf
 Co-existence Agreement (Tropical Fruitlands).docx
 Cosanti Foundation MT IP License.docx
 EZ Orchards Licensing Agreement.docx
 EZ Orchards MT License Agreement.pdf
 Fruitlands - Tropical Fruitlands Consent Letter.pdf
 Fruitlands Settlement - Fully executed.pdf
 Fully Executed Agreement - MODERN TIMES - 4.5.18.pdf
 Hopping TM License.docx
 Latsko BKON - Cease and Desist Response.docx
 Location Agreement and License.docx

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Made True - Modern Times Trademark 4.2.18.pdf
Made True - Modern Times Trademark.pdf
Made True Tattoo Logo Use Agreement - fully exec.pdf
Malahat MT License Agreement (6.17.19).pdf
Malahat MT Licensing Agreement.docx
Modern Times - Artemis (1.29.21).pdf
Modern Times BW TM Agreement_Executed.pdf
Modern Times BW TM Agreement_Executed.pdf
Modern Times.tiff
Monsters Park Trademark_Service Mark Application, Principal Register.pdf
MT Brouwerij West TM License - BW edits.docx
MT Brouwerij West TM License.docx
MT Licensing Agreement (template).dotx
MT Tropical Fruitlands Coexistence Agreement (MT Signed).pdf
Music License Agreement.docx
PEA - Modern Times - hop essence.pdf
Property Release - WFM- Modern Times Coffee.pdf
Richemont Agreement - Signed.pdf
Stonecutter Spirits - Modern Times - Licensing Agreement.pdf
Stonecutter Spirits Licensing Agreement 7.29.2020 - Fully Exec.pdf
Stonecutter Spirits Licensing Agreement.docx
The Morning After Delivery Confirmation (Frisco TX).JPG
TMA Cease and Desist.docx
Vaccum Cold Brew C&D.pdf
Vacuum cold brew notes.docx

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Home > Modern Times Data Share > IP & Trademarks > Contracts and Licenses

Contracts and Licenses ⋮ More Options

<input type="checkbox"/>	Name ▲	Size	Modified	Creator
<input type="checkbox"/>	Collaboration Agreements	7 MB	4/28/22	D. Porter
<input type="checkbox"/>	180423.Co-existence Agreement (Tropical Fruitlands).docx	32 KB	4/28/22	D. Porter
<input type="checkbox"/>	Alvarado St MT Bubbies use Agreement (fully exec).pdf	754 KB	4/28/22	D. Porter
<input type="checkbox"/>	Balliet-Hst IP License.docx	688 KB	4/28/22	D. Porter
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<input type="checkbox"/>	Bubble Alvarado Modern Times TM Co-Existence Agreement V.2 (f).docx	29 KB	4/28/22	D. Porter
<input type="checkbox"/>	Cease and Desist -Morning After.pdf	446 KB	4/28/22	D. Porter
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<input type="checkbox"/>	Fruitlands-Tropical Fruitlands Consent Letter.pdf	158 KB	4/28/22	D. Porter
<input type="checkbox"/>	Fruitlands Settlement - Fully executed.pdf	1 MB	4/28/22	D. Porter

Trademark Certificates


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- Booming Rollers Certificate.pdf
- Bubble Party Certificate.pdf
- Carnival of Caff Certificate.pdf
- City of the Dead Certificate.pdf
- City of the Sun Certificate.pdf
- Cloud Ripper Certificate.pdf
- Coffee Trademark Certificate.pdf
- Critical Band certificate.pdf
- Dankness Dojo (non-art) Certificate.pdf
- Deeds _ Exploits TM Cert.pdf
- Devil_s Teeth Certificate.pdf
- Dinosaur World Certificate.pdf
- Dojo Art Trademark.pdf
- Electric Peak Trademark.pdf
- Far West Lounge TM.pdf
- Festival of Dankness Certificate.pdf
- Festival of Funk TM Cert.pdf
- Fortunate Islands Certificate.pdf
























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(as of October 28, 2022)

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Leage of Partygoers and Elegant People Certificate.pdf
Lomaland Certificate.pdf
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Modern Times (circle logo) Certificate.pdf
Modern Times (Script Logo) Certificate.pdf
Modern Times Certificate.pdf
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Symmetric Orchestra Cert.pdf
Theory of Leisure Committee Certificate.pdf
Thermometer Island Certificate.pdf
Transit of Venus Certificate.pdf
Wizard Blend TM Cert.pdf

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Folders > Modern Times - Data Assets > IP & Trademarks > Trademark Certificates

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(as of October 28, 2022)

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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Far West Lounge TM.pdf	346 KB	4/26/22	D. Porter
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Festival of Dankness Certificate.pdf	154 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Festival of Funk TM Cert.pdf	248 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fortunate Islands Certificate.pdf	69 KB	4/26/22	C. Porter
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invisible Sun God Trademark.pdf	244 KB	4/26/22	C. Porter
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leage of Partygoers and Elegant People Certificate.pdf	60 KB	4/26/22	C. Porter
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EZ Orchards MT License Agreement.pdf

Fruitlands Settlement - Fully executed.pdf

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Made True - Modern Times Trademark 4.2.18.pdf
Malahat MT License Agreement (6.17.19).pdf
Modern Times Jewelry Coexistence agreement.pdf
Stonecutter Spirits - Modern Times - Licensing Agreement.pdf

Copies of the Licensing Agreements can be found in Onyx Asset Advisors' data room, in the folder shown below. The IP Tracker spreadsheet show below is also available in the data room.

Folders > Modern Times - Data Room > IP & Trademarks > Licensing Agreements

Licensing Agreements *** More Options

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<input type="checkbox"/> ☆	Boulevard MT Collab License Agreement (fully exec).pdf	421 KB	4/28/22
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<input type="checkbox"/> ☆	EZ Orchards MT License Agreement.pdf	734 KB	4/28/22
<input type="checkbox"/> ☆	Fruitlands Settlement - Fully executed.pdf	1 MB	4/28/22
<input type="checkbox"/> ☆	Made True - Modern Times Trademark 4.2.18.pdf	240 KB	4/28/22
<input type="checkbox"/> ☆	Malahat MT License Agreement (6.17.19).pdf	258 KB	4/28/22
<input type="checkbox"/> ☆	Modern Times Jewelry Coexistence agreement.pdf	2 MB	4/28/22
<input type="checkbox"/> ☆	Stonecutter Spirits - Modern Times - Licensing Agreement.pdf	187 KB	4/28/22

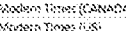
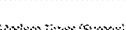

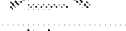
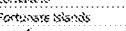

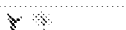


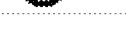


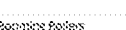
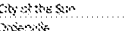
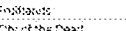
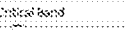

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(as of October 28, 2022)

IP Tracker.xlsx

Excel Online

IP Tracker

Beer Name/Mark	Class	TESS Search Result	Date Filed	Serial No	Registration Date	Reg. Number	Renewal Date	Renewal Fee	Other Date Dates
 Modern Times (CANADA)	32		4/28/2015	1779688	5/17/2017	1M6971,392	5/17/2022		
 Modern Times (US)	32		1/13/2012	85/915,293	12/17/2013	4,451,253	Done	12/17/2013	
 Modern Times (Europe)	32				4/18/2015	1,310,811	4/18/2020		
 Hiking Boots	32		1/18/2013	85/827,513	11/18/2014	4,841,775	Done	11/18/2020	
 Corneland	32		7/1/2013	85/938,785	1/14/2014	4,457,770	Done	1/14/2020	
 Fortunate Islands	32		2/1/2015	85/938,819	1/7/2014	4,464,029	Done	1/7/2020	
	32		2/1/2013	85/938,838	12/17/2013	4,451,868	Done	12/17/2013	
	32		5/7/2016	85/215,098	6/20/2017	5,125,860	6/20/2023	6/20/2027	
	32		8/11/2014	86/118,935	5/12/2015	4,736,464	5/12/2021	5/12/2025	
	32								
	32		6/15/2014	85/313,148	3/15/2015	4,918,840	3/15/2022	3/15/2026	
 Boonling Rollers	32		5/30/2015	86/774,109	7/12/2016	5,000,159	7/12/2022	7/12/2026	
 City of the Sun	32		5/30/2015	86/774,176	7/12/2016	5,000,159	7/12/2022	7/12/2026	
 Oroville	32		5/30/2015	86/774,252	7/12/2016	5,000,159	7/12/2022	7/12/2026	
 FryHauts	32		5/30/2015	86/774,269	---	---			
 City of the Dead	32		5/30/2015	86/774,296	7/12/2016	5,000,159	7/12/2022	7/12/2026	
 Critical Band	32		5/15/2016	177185,421	10/24/2017	5,318,434	10/24/2023	10/24/2027	

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Disclosure Schedules to Asset Purchase Agreement
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(as of October 28, 2022)

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Employee Owned SD.JPG
ET DIPA Galaxy ANA.JPG
ET DIPA Nelson 2020 ANA.JPG
ET WCIPA ANA.JPG
ET WCIPA Idaho 7 etc ANA.JPG
Ethereal Embrace ANA.JPG
Everyday Tiger ANA.JPG
Familiarity Principle ANA.JPG
Finally Reopen LA.JPG
Flame Visions Cuvce Moscatel SD.JPG
Foamer PDX.JPG
Foeder Transit of Venus SD.JPG
Forbidden Chants 3 PDX.JPG
Forbidden Chants Banana Barcalounger PDX.JPG
Forbidden Chants HC PDX.JPG
Forbidden Chants Hemingway TST.JPG
Forbidden Chants Torment Destroyer PDX.JPG
Forest of Sight SD.JPG
Forgotten Landscapes Nect SD.JPG
Forgotten Landscapes Plums SD.JPG
Forgotten Planet ANA.JPG
Forgotten Planet SD.JPG
Fortunate Islands SD.JPG
Fractal Realm ANA.JPG
Fruitlands Rose SD.JPG
Fruitlands Sangria SD.JPG
Fruitlands SD.JPG
Fruitlands Strawberry Limeade SD.JPG
Full Size Pony PDX.JPG
Fun With Numbers ANA.JPG
Galactic Filaments Chamomile Yuzu SD.JPG
Galactic Filaments SD.JPG
Galaxy Goat LA.JPG
Getaway Dinosaur SD.JPG
Ghost Hug LA.JPG
Gigazapper SD.JPG
Golden Hammer LA.JPG
Golden Pineapple LA.JPG
Golden Pineapple SD.JPG
Hedge Witch ANA.JPG

Disclosure Schedules to Asset Purchase Agreement
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Hello Grapefruit SD.JPG
Hidden Faces LA.JPG
Holodeck LA.JPG
Horse Room PDX.JPG
How You Doing ANA.JPG
Ice Gin Barrel PDX.JPG
Ice SD.JPG
Interzone SD.JPG
Island Tones SD 2021.JPG
It comes in waves ANA.JPG
Leisuretown Lager ANA.JPG
Leisuretown Lite ANA.JPG
Local Relativity SD.JPG
Log Dog LA.JPG
Lost Times Chard SD.JPG
Magic Windows SD.JPG
Max w Vic Secret ANA.JPG
Max with Mosaic ANA.JPG
Mechanical Moon ANA.JPG
Medicare for All Now SD.JPG
Mega Devils Teeth Baklava SD.JPG
Mega Devils Teeth Coconut almond cocoa maple SD.JPG
Mega Devils Teeth Pistachio Coconut SD.JPG
Mega Devils Teeth Rye Apple Brandy SD.JPG
Mega Dragon Tones SD.JPG
Mega DT Coconut Nola Coffee SD.JPG
Metaverse PDX.JPG
Mist Dragon Riwaka PDX.JPG
Modem Tones Armagnac SD.JPG
Modem Tones Bovine Outline SD.JPG
Modem Tones Bovine Outline Vanilla SD.JPG
Modem Tones Date Shake Sherry SD.JPG
Modem Tones Double Vanilla SD.JPG
Modem Tones Etherial Mound SD.JPG
Modem Tones PB Ban FT Edition SD.JPG
Modem Tones SB Bovine Outline SD.JPG
Modem Tones SB Elias Butte SD.JPG
Modem Tones SB Handlebrook SD.JPG
Modem Tones SB Uncommon Raptor SD.JPG
Modem Tones Singularity Edition SD.JPG
Modem Tones Vanilla SD.JPG
Modem Tones Vanilla Tiramisu SD.JPG
Monocle Club ANA.JPG
Monster Tones 2021 SD.JPG
Monsters Park Coconut Smores.JPG
Monsters Park Vanilla SD.JPG
Monsters Teeth Quad Flowers.JPG
Monsters Teeth Tiramisu SD.JPG
Mosaic Timewave Zero SD.JPG
Mostra Park SD.JPG
MP Banana Daiquiri SD.JPG
MP Vanilla SD.JPG
MT8 Anniversary Ed ANA.JPG

Disclosure Schedules to Asset Purchase Agreement
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Native Son LA.JPG
Nectarnomicon Hulanomicon PDX.JPG
Nectarnomicon Tropical Trebuchet PDX.JPG
Nectranomicon Blastberry PDX.JPG
Nectranomicon Island Smoothie PDX.JPG
Neko Kingdom PDX.JPG
Nelson DH Stratos SD.JPG
Neon Campfire ANA.JPG
Neutron Symphony SD.JPG
Neverwhere ANA.JPG
New Atlantis White Sangria SD.JPG
New In Town ANA.JPG
Night Painter LA.JPG
Novel Mastery LA.JPG
Oat Dunkel ANA.JPG
Oblivion Ring Orange Mocha LA.JPG
Oblivion Ring Orange Mocha SD.JPG
Occhio Malocchio PDX.JPG
One Million Tomorrows Berry SD.JPG
Oneida ANA.JPG
Oracolo PDX.JPG
Orderville SD.JPG
Parliament of Birds SD.JPG
Party Vipers ANA.JPG
Partygoers Blend DS Campfire Cookie.JPG
Peak Luxury SD.JPG
Permanent Expansion PDX.JPG
Phantom Twilight SD.JPG
Phantom Whip LA.JPG
Pharaoh Ascendent - Choc Cake Coconut ANA.JPG
Pharaoh Ascendent - Choc Cake Coconut SD.JPG
Pharaoh Ascendent - Choc Cake Pecans ANA.JPG
Pharaoh Ascendent - Choc Cake Rasp SD.JPG
Pharaoh Ascendent - Choc Cake Raspberry ANA.JPG
Pharaoh Ascendent - Choc Cake SD.JPG
Pharaoh Ascendent - Choc Cake Vanilla ANA.JPG
Pinnacle Island LA.JPG
Poly Rythmo PDX.JPG
Polyfidelity SD.JPG
Pool Zone ANA.JPG
Premium Blend PDX.JPG
Premium Blend PDX.JPG
Preventative Maintenance PDX.JPG
Prometheus Effect Mandelo Peppercorn SD.JPG
Protosphere LA.JPG
Quantum Immortality LA.JPG
Radix Gin Barrel SD.JPG
Real Chill PDX.JPG
Reality Maze Coconut Shake PDX.JPG
Reality Maze PB Banana Shake ANA.JPG
Reality Maze PB Banana Shake.JPG
Reparations ANA.JPG
Robot Therapy ANA.JPG

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Rocket People PDX.JPG
Satellite City LA.JPG
School of Shadows PDX.JPG
Scoop Tones SD.JPG
Secret Octopus LA.JPG
Shark Saddle SD.JPG
Silence of Light ANA.JPG
Silent Opera PDX.JPG
Silkville LA.JPG
Sin Marca MEXican Coffee PDX.JPG
Singluar Rhythms Loquat SD.JPG
Singluar Rhythms Madiera Raspberry SD.JPG
Singluar Rhythms Tea and Lemon SD.JPG
Sky Bison LA.JPG
Small Circle Petit Sirah SD.JPG
Small Circle Zinfandel SD.JPG
So Good ANA.JPG
Soft Swerve Banana Coconut Sundae SD.JPG
Soft Swerve Choc Mint Ed SD.JPG
Soft Swerve Fudgy Brownie Pretzel SD.JPG
Soft Swerve Rocky Road SD.JPG
Solar Republic SD.JPG
Sonic Prayer LA.JPG
Space Mallet PDX.JPG
Sparkle Wolf SD.JPG
Spectral Trellis PDX.JPG
Spectralia SD.JPG
Spirit Tower LA.JPG
Star Metal Ultra PDX.JPG
Static God SD.JPG
Storm Armor LA.JPG
Strega Nona LA.JPG
Subspace PDX.JPG
Suggestions of Mass Maple Affogato SD.JPG
Sun Myth SD.JPG
Technodrome LA.JPG
Technomancer SD.JPG
Temple of Black House PDX.JPG
Temple of Silence BBA PDX.JPG
Temple of Silence PDX.JPG
Tentbier PDX.JPG
Terebellum SD.JPG
Tie Dye Friday LA.JPG
Tiger Millionaire SD.JPG
Time Conductor ANA.JPG
Time Dial ANA.JPG
Torsion Field LA.JPG
Triceration LA.JPG
Twilight Sentinel LA.JPG
We Love You Portland PDX.JPG
Whistling Saint LA.JPG
Winds Walk LA.JPG
Wizard Blend 2021 SD.JPG

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Wizard Blend SD.JPG
Wizard Blend whiskey Bourbon SD.JPG
Wizard Nebula SD.JPG
Wolfdream ANA.JPG
Wolfdream PDX.JPG
Xul Bananarama SD.JPG
Youre the Best Around PDX.JPG

Labels

AffectionPrinciple-8_8x4_5.jpg
AltarOfTheOrcLord-BBA-8_8x4_5.jpg
AltarOfTheOrcLord-DBA-8_8x4_5.jpg
AltarOfTheOrcLord-EliasButte-8_8x4_5.jpg
AltarOfTheOrcLord-LoL-8_8x4_5.jpg
AltarOfTheOrcLord-StickyToffee-8_8x4_5.jpg
ArcticRealm-8_8x4_5.jpg
Artemis-8_2x5_9.jpg
ArtOfMist-8_2x5_9.jpg
Astromancer-8_1x3_6.jpg
BarnabyLager-8_2x5_9.jpg
BarrelEnergy-8_8x4_5.jpg
Batch1959-8_8x4_5.jpg
Beastmaster-DBBA-8_8x4_5.jpg
Beastmaster-Herb-8_8x4_5.jpg
Beastmonster-8_8x4_5.jpg
Beastmonster-EspressoMacaroon-9_0x4_8.jpg
BenevolentDemon-8_2x5_9.jpg
BestGhost-8_8x4_5.jpg
BlackHouse-Vanilla-9_1x7_4.jpg
BobcatDangerScenario-8_2x5_9.jpg
BPH Cloudberry.png
BPH Cucumber Lime.png
BPH Grapefruit.png
BPH Tangerine.png
BrainVacation-9_0x4_8.jpg
BrokenShadows-DDH-8_2x5_9.jpg
BurritoBuds-8_2x5_9.jpg
Caliban-8_2x5_9.jpg
CelestialCity-AgedInGinBarrels-WithNectarines-375ml-7_6x2_7.jpg
CelestialCity-LemonMeringue-375ml-7_6x2_7.jpg
CelestialCity-Nectarines-50oz-10_2x4_5.jpg
CentralFiniteCurve-9_0x4_8.jpg
ChaosGrid-EtherealMounds-8_8x4_5.jpg
ChaosGrid-FinalCourse-8_8x4_5.jpg
ChaosGrid-FinalCourse-50oz-10_2x4_5.jpg
ChaosGrid-Joy-9_0x4_8.jpg
ChaosGrid-LoL-9_0x4_8.jpg
ChaosGrid-MexicanHotChocolate-8_8x4_5.jpg
ChaosGrid-SoftSwerve-9_0x4_8.jpg
ChromaticIllusion-9_1x7_4.jpg
CircularDisplacement-8_2x5_9.jpg
CityOfTheSun-DDH-8_2x5_9.jpg
CloudCabana-8_8x4_5.jpg

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CloudDaggers-2022-8_8x4_5.jpg
CloudDaggers-WheatedWhiskey-8_8x4_5.jpg
CoolZone-8_0x6_1.jpg
CoolZone_PetiteSyrahZinfandel-8_0x6_1.jpg
CoolZone_PetiteSyrahZinfandel_100Badge-8_0x6_1.jpg
CoolZone-Berry-8_0x6_1.jpg
CoolZone-Ginger-8_0x6_1.jpg
CoolZonePeachNectarine-8_0x6_1.jpg
CosmicEntity-BBA-7_0x4_5.jpg
CosmicEntityPecanPie-8_2x5_9.jpg
CosmicEntity-VanillaPB-7_0x4_5.jpg
CosmicProse-9_0x4_8.jpg
CosmicRays-8_2x5_9.jpg
CosmicSilence-8_8x4_5.jpg
CrossoverEpisode-8_2x5_9.jpg
DangerDolphin-8_2x5_9.jpg
DDH-TimewaveZero-8_2x5_9.jpg
Deeds Exploits-Cognac-8_8x4_5.jpg
DeedsExploits-CoconutTiramisu-8_8x4_5.jpg
Demon-Hand-8_1x3_6.jpg
DevilsSuggestion-8_8x4_5.jpg
DingoMagic-9_0x4_8.jpg
DinosaurWorld-8_2x5_9.jpg
Doomblade-8_2x5_9.jpg
DoomHawk-PeanutButterVanilla-8_8x4_5.jpg
DoorsToNowhere-9_0x4_8.jpg
Dort-8_2x5_9.jpg
DragonMask-HerbWheatroom-8_8x4_5.jpg
DragonMask-MaltedChocChurro-8_8x4_5.jpg
DragonMask-QuadFlowers-8_8x4_5.jpg
DragonMask-Rye-9_0x4_8.jpg
DragonMaster-8_8x4_5.jpg
DragonTones-VanillaMocha-8_8x4_5.jpg
DreamPop-TangerineFantasy-8_2x5_9.jpg
Dubspace-8_2x5_9.jpg
DungeonMap-9_0x4_8.jpg
Earthshine-375ml-7_6x2_7.jpg
EconomyOfScale-8_8x4_5.jpg
Elara.jpg
Electrojet-8_2x5_9.jpg
ElegantPeople-8_2x5_9.jpg
EmployeeOwnedIPA-8_2x5_9.jpg
ET-DIPA-Galaxy-8_1x5_0.jpg
ET-DIPA-Nelson-8_1x5_0.jpg
EtherealEmbrace-9_0x4_8.jpg
EverydayTiger-8_2x5_9.jpg
FamiliarityPrinciple-8_2x5_9.jpg
FellowshipOfXul-Bananarama-8_8x4_5.jpg
FinallyOpenInAnaheim-DDH-8_2x5_9.jpg
FlameVisions-375ml-7_6x2_7.jpg
FoamerPils-8_2x5_9.jpg
ForbiddenChants-Banana-8_2x5_9.jpg
ForbiddenChants-PeachBerryPunch-8_2x5_9.jpg

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ForbiddenChants-RaspCran-8_2x5_9.jpg
ForbiddenChants-TormentDestroyer-8_2x5_9.jpg
ForbiddenChants-Tropical-8_2x5_9.jpg
ForestOfSight-375ml-7_6x2_7.jpg
ForgottenLandscapes-Nectarine-375ml-6x2_7.jpg
ForgottenLandscapesPlums-50oz-10_2x4_5.jpg
ForgottenLandscapesPlums-375ml-6x2_7.jpg
ForgottenPlanet-8_2x5_9.jpg
FortunateIslands-16oz-Ball-Outlined.pdf
FractalRealm-8_2x5_9.jpg
Fruitlands-16oz-Ball-Outlined.pdf
FruitlandsRose-8_2x5_9.jpg
Fruitlands-StrawberryLimeade-9_1x7_4.jpg
FullSizePony-8_2x5_9.jpg
FunWithNumbers-8_2x5_9.jpg
GalacticFilaments-8_0x6_1.jpg
GalacticFilaments-ChamomileYuzu-375ml-6x2_7.jpg
GetawayDinosaur-8_2x5_9.jpg
Gigazapper-9_1x7_4.jpg
GreenFutures-DDH-8_2x5_9.jpg
HedgeWitch-2021-8_1x5_0.jpg
HelloGrapefruit-9_0x4_8.jpg
HowYouDoing-8_2x5_9.jpg
Ice-GinBA-8_2x5_9.jpg
IslandTones2021-8_8x4_5.jpg
IslandTones2021-50oz-10_2x4_5.jpg
LocalRelativity-8_2x5_9.jpg
Lomaland-8_1x5_0.jp
LostTimes-Chardonnay-9_5x4.jpg
Max-Mosaic-8_2x5_9.jpg
Max-VicSecert-8_2x5_9.jpg
MechanicalMoon-8_2x5_9.jpg
MedicareForAllNow-8_8x4_5.jpg
MegaDevilsTeeth-CoconutNola-9_0x4_8.jpg
MegaDevilsTeeth-DBA-8_8x4_5.jpg
Metaverse-8_2x5_9.jpg
MistDragonWithRiwaka-8_2x5_9.jpg
ModemTones-AbsurdLuxury-9L-6x7.jpg
ModemTones-AbsurdLuxury-9L-9x9.jpg
ModemTones-Armagnac-8_8x4_5.jpg
ModemTones-BovineOutline-8_8x4_5.jpg
ModemTones-Coconut-3L-4_5x5_5.jpg
ModemTones-Coconut-3L-6x7.jpg
ModemTones-DateShake-8_8x4_5.jpg
ModemTones-EtherealMoundsRye-2020-8_8x4_5.jpg
ModemTones-SingleBarrelEdition-BovineOutline-8_8x4_5.jpg
ModemTones-SingleBarrelEdition-EliasButte-8_8x4_5.jpg
ModemTones-SingleBarrelEdition-Handlebrook-8_8x4_5.jpg
ModemTones-SingleBarrelEdition-UncommonRaptor-8_8x4_5.jpg
ModemTones-Singularity-8_8x4_5.jpg
ModemTones-Smores-6L-5_5x6_5.jpg
ModemTones-Smores-6L-7_5x8.jpg
ModemTones-Vanilla-8_1x3_6.jpg

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ModemTones-Vanilla-50oz-10_2x4_5.jpg
ModemTones-Vanilla-2021-8_8x4_5.jpg
ModemTones-VanillaTiramisu-8_8x4_5.jpg
MonocleClub-8_2x5_9.jpg
MonsterTeeth-QuadFlowers-8_8x4_5.jpg
MonsterTeeth-Tiramisu-8_8x4_5.jpg
MonsterTones-2021-8_8x4_5.jpg
MosaicTimewaveZero-8_2x5_9.jpg
MostraPark-9_0x4_8.jpg
MostraPark-9_0x4_8.jpg
MP-Banana-8_8x4_5.jpg
MP-CoconutSmoores-8_8x4_5.jpg
MP-EspressoMacaroon-9x4_8.jpg
MP-Vanilla-9x4_8.jpg
MT5-DDH-8_2x5_9.jpg
MT8-8_2x5_9.jpg
MTCoffeeCake-AppleStreusel-8_8x4_5.jpg
MTCoffeeCake-DoubleCoconut-8_8x4_5.jpg
MTCoffeeCake-MacVanLatte-8_8x4_5.jpg
Nectarnomicon-Blastberry-8_2x5_9.jpg
Nectarnomicon-Hula-8_2x5_9.jpg
Nectarnomicon-IslandSmoothie-8_2x5_9.jpg
Nectarnomicon-Tropical-8_2x5_9.jpg
NekoKingdom-8_2x5_9.jpg
NeonCampfire-9_0x4_8.jpg
NeutronSymphony-8_8x4_5.jpg
NeverwhereDryHppedWithNelson-8_1x5_0.jpg
NewAtlantis-WhiteSangria-6x2_7.jpg
NewInTown-8_1x5_0.jpg
NewsFromNowhere-Cuvee-7_6x2_7.jpg
OatDunkel-8_2x5_9.jpg
Oncida-8_2x5_9.jpg
Orderville-9_0x4_8.jpg
Orderville-16oz-Ball-Outlined.pdf
ParliamentOfBirds-8_8x4_5.jpg
PartygoersBlend-8_8x4_5.jpg
PartyVipers-8_2x5_9.jpg
PeakLuxury-8_8x4_5.jpg
PermanentExpansion-8_1x3_6.jpg
PharaohAscendant-Coconut-9_0x4_8.jpg
PharaohAscendant-Pecans-9_0x4_8.jpg
PharaohAscendant-RaspberryVanilla-9_0x4_8.jpg
PharaohAscendant-Vanilla-9_0x4_8.jpg
Polyfidelity-375ml-7_6x2_7.jpg
PolyRythmo-8_2x5_9.jpg
PoolZone-9_0x4_8.jpg
PremiumBlend-8_2x5_9.jpg
PrometheusEffect-7_6x2_7.jpg
Radix-Gin-375ml-7_6x2_7.jpg
RealChill-8_2x5_9.jpg
RealityMaze-8_2x5_9.jpg
RealityMaze-CoconutShake-8_8x4_5.jpg
RealityMaze-PB-8_2x5_9.jpg

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Reparations-8_2x5_9.jpg
RocketPeople-8_1x3_6.jpg
SchoolOfShadows-8_2x5_9.jpg
ScoopTones-8_8x4_5.jpg
SharkSaddle-8_2x5_9.jpg
SilenceOfLight-8_2x5_9.jpg
SilentOpera-8_2x5_9.jpg
SingularRhythms-7_6x2_7.jpg
SingularRhythms-Loquats-7_6x2_7.jpg
SingularRhythms-Madeira-9_5x4.jpg
SinMarca-8_8x4_5.jpg
SmallCircle-PetiteSirah-9_5x4.jpg
SmallCircle-Zinfandel-9_5x4.jpg
So Good-8_2x5_9.jpg
SoftSwerve-8_8x4_5.jpg
SoftSwerve-BananaCoconut-8_8x4_5.jpg
SoftSwerve-ChocMint-8_8x4_5.jpg
SoftSwerve-RockyRoad-8_8x4_5.jpg
Solar Republic-8_2x5_9.jpg
SparkleNectar-CaughtInTheRain-8_1x5_0.jpg
SparkleWolf-8_2x5_9.jpg
Spectralia-7_6x2_7.jpg
SpectralTrellis-8_2x5_9.jpg
StarMetal-Ultra-8_2x5_9.jpg
StaticGod-8_8x4_5.jpg
Subspace-8_2x5_9.jpg
SuggestionOfMass-Affogato-8_8x4_5.jpg
SunMyth-Angelica-7_6x2_7.jpg
SunMyth-Angelica-50oz-10_2x4_5.jpg
Technomancer-9_1x7_4.jpg
TempleOfSilence-BBA-7_0x4_5.jpg
TempleOfSilence-CoconutCacaoMarshmallow-8_1x3_6.jpg
Tentbier-9_1x7_4.jpg
Terebellum-8_2x5_9.jpg
TigerMillionaire-8_2x5_9.jpg
TimeDial-9_0x4_8.jpg
TransitOfVenus-8_0x6_1.jpg
UnderworldDreams-DDH-8_2x5_9.jpg
VirtualFuture.jpg
WarpTube-DDH-8_2x5_9.jpg
WeLoveYouPDX-8_2x5_9.jpg
WizardBlend-3Year-2021-8_8x4_5.jpg
WizardBlend-2020-2020-8_8x4_5.jpg
WizardBlend-2021-8_8x4_5.jpg
WizardBlend-DBA-2020-8_8x4_5.jpg
WizardNebula-8_2x5_9.jpg

Anaheim.pdf
Cider-KegCollar.pdf
COLA Spreadsheet from TTB.csv
COLA Tracker.xlsx
Formula SOP.docx
LosAngeles.pdf

Portland.pdf
SanDiego.pdf

2(d) CUPs

Leisuretown CUP resolutions.pdf

2(e) Out of State Licenses

AZ 2022 License.pdf
CO State Tax License.pdf
Idaho COA.pdf
MO 21-22 License.pdf
NC - Permit.pdf
New Mexico 2020-2022 License.pdf
NV License 21-22.pdf
Oregon Cert of Approval.pdf
SC 2022 Permit.pdf
Texas License - SD over4.pdf
Texas Licenses 2020-22 (all but SD over 4).pdf

Detailed information including copies of licenses and permits can be found in the Onyx Asset Advisors' data room as in the folders shown below.

The screenshot shows a file management interface with a breadcrumb trail: 'Folders > Anderson Timber - Data Room > Licenses & Permits'. Below this is a folder icon and the text 'Licenses & Permits' with a 'More Options' menu. A table lists the contents of the folder:

<input type="checkbox"/>	Name ▲	Size	Uploaded
<input type="checkbox"/>	<input type="checkbox"/> 2(a) ABC Licenses	3 MB	4/28/22
<input type="checkbox"/>	<input type="checkbox"/> 2(b) CDFTA Copies	2 MB	4/28/22
<input type="checkbox"/>	<input type="checkbox"/> 2(c) COLAs	229 MB	4/28/22
<input type="checkbox"/>	<input type="checkbox"/> 2(d) CUPs	933 KB	4/28/22
<input type="checkbox"/>	<input type="checkbox"/> 2(e) Out of State Licenses	3 MB	4/28/22

[Email me w](#)

SCHEDULE 1.1(B)

Excluded Assets

Bank accounts

10020-00 WF Checking 3559 (CORP)
10040-00 PayPal Bank (CORP)
10110-00 CB&T SD Checking 0841 (CORP)
10115-00 CB&T ESOP Trust 0866 (CORP)
10130-00 CB&T ENCI Checking 0825 (CORP)
10160-00 CB&T AH Checking 2821 (CORP)
10140-00 WF MT Checking 1436 (CORP)
10145-00 WF PDX Checking 5540 (CORP)
10150-00 WF SB Checking 1410 (CORP)

SCHEDULE 1.2(A)

Assumed Liabilities

Ongoing real estate lease obligations.

Modera Times
Rent Obligations - Continuing

Lease	Status	Total Unpaid			
		Pre- Receivership	Currently due May 2022	June 2022	July 2022
			Post- Receivership	Post- Receivership	Post- Receivership
3725 Greenwood	February - April 2022 rents are unpaid.	22,740	11,634	11,634	11,634
3235 Hancock	February - April 2022 rents are unpaid.	3,894	1,997	1,997	1,997
3280 Kenton	February - April 2022 rents are unpaid.	16,795	8,613	8,613	8,613
3293 Kenton	February - April 2022 rents are unpaid.	36,777	18,860	18,860	18,860
3612 - Warehouse	April 2022 Rent is unpaid.	4,261	25,563	25,563	25,563
Euclid	February - April 2022 rents are unpaid.	41,712	19,252	19,252	19,252
North Park	February - April 2022 rents are unpaid.	12,332	5,692	5,692	5,692
Kurtz Storage	February - April 2022 rents are unpaid.	10,385	4,770	4,770	4,770

SCHEDULE 1.5(C)

Budget

Budget was provided and agreed upon.

SCHEDULE 1.5(E)(IV)

All claims and actions of the Seller to be released against the following creditors

Aumakua Holdings Inc d/b/a Maui Brewing Co.
Agora Coffee Merchants LLC
All Fresh
Ally Coffee
Amy Atwood Selections
Anaheim Glass Inc.
Anton Paar USA, Inc.
ASCAP License Fee
Barrel IT
Berlin Packaging
Brewing and Distilling Analytical Services, LLC
Broc Cellars
BSG CRAFTBREWING
C/O Seawest Properties
CFT Packaging USA
CMG
Commercial Energy of Montana
County of San Diego - Dept of Environmental Health
Craft Imports
Crop to Cup Coffee Importers
Cropster Inc.
Crown
Divergent Vine LLC
Dragon Grease Pumping
Eco Grease Pumping Services, Inc.
Edward & Sons
Encinitas 101, LLC
Ernest Packaging Solutions
Eurofins
Farm Wine Imports
Ghia
Green Guard Services
GS1 US, Inc.
Heat Transfer Solutions
Hedrick Fire Protection
Hollingbery & Son, Inc.
Howell Mountain Distributors
Imperial Organic Yeast
Ingersoll Rand Company
InterAmerican Coffee
Ironwood Electric LLC
JMan at the....

Disclosure Schedules to Asset Purchase Agreement
(as of October 28, 2022)

Jones & Company
Kenton Properties LLC
Koehnen Wine Co.
LLC - Revel Wine
Lo-Fi Wines
Methode Sauvage LLC
Micro Star
Mission Landscape
Moreno Pallets
Motionstrand
National Banner Corporation
Nomadic Distribution
Oregon Fruit
Orkin
Penske Truck Leasing
Quality IT Management
Red Fox Coffee Merchants
Roark Wine Co
Rockenwagner Bakery
San Diego Air Pollution Control District
San Diego Gas & Electric
Savor Brands Inc.
Saxco International
Scott Laboratories
Seawest Properties
Sign It
Solutions Espresso Services
Steam Hood Cleaning
Sunbelt Rentals, Inc.
Sunstate Equipment Co.
Superior Freight Services
Sysco
Sysco San Diego
Tendu Wine Co
Terroir Society Wines
The Brewing Science Institute
Toyotalift, Inc
True Citrus
United Bottles & Packaging
Userve
Vesta Foodservice
Veteran Air
Victory Packaging
Videojet Technologies Inc
Vincit
Vita-Pakt

Waste Management
Water Works, Inc.
Weber Scientific Inc
Western Hose Gasket
Western Square
Wind Gap Wines
Worldwide Express
XtraChef
Yakima Chief Hops (YCH)
All County Fire, Inc.
Anaheim Fire & Rescue
Aquatrends
ASANA.COM
Assured Telematics Inc.
Bill.com
BMT USA, LLC
Boot World, Inc.
Bryn Mawr Funding
California Boiler Inc
Canon Financial Services, Inc.
CHEP USA
CIT
CLASSIC DISTRIBUTION BEVERAGE GROUP
Construction Testing & Engineering, Inc.
Crestmark Vendor Finance
Custom Logos
Diecutstickers.com
Ecolab
Ecolab Pest Elimination
Ecotrak
Five Alarm Security
Fruth Group
G3 Enterprises, Inc.
Genius Central Systems, Inc
Hanskraft AJS
Head2Toe Sourcing
Hoover Container Solutions, Inc.
Hop Head Farms
Hub International Insurance
I-Con Electric
Martenson, Hasbrouck & Simon LLP
Meheen Mfg., Inc.
Mission Linen
Mitsubishi HC Capital America
National Air & Energy
Naumann Hobbs

Nissan Motor Acceptance Company
Omega Yeast Labs
P&R Paper Supply Co, Inc.
Puretec Industrial Water
Quality Wine Barrels
RGC Coffee
Roy Farms, Inc.
Sahm Glass Inc.
San Diego Pressure Washing
San Diego Refrigeration
SC Welding & Metalworks
Schare & Associates
Shopify
Shopkeep.com
Smith Consulting Architects
Specialty Produce
Steady Equipment Corporation
The Caffeinated Kitchen LLC
Timepayment
Toyota Industries Commercial Finance
Unishield
Wald Imports
Wells Fargo Equipment Finance
WestAir Gases & Equipment
Westrock CP, LLC
Wild Goose Filling
Woodshop Consulting

SCHEDULE 1.7

Allocation Methodology

[To be prepared by Buyer]