

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALE ASYLUM, LLC		03/15/2023	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALE ASYLUM BREWING COMPANY LLC		
<b>Street Address:</b>	3698 KINSMAN BLVD.		
<b>City:</b>	MADISON		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53704		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3940643	BEDLAM!	
<b>Registration Number:</b>	3940654	TRIPEL NOVA	
<b>Registration Number:</b>	3940639	AMBERGEDDON	
<b>Registration Number:</b>	3943692	MADTOWN NUTBROWN	
<b>Registration Number:</b>	3943695	MERCY GRAND CRU	
<b>Registration Number:</b>	3965059	BALLISTIC IPA	
<b>Registration Number:</b>	3965056	SATISFACTION JACKSIN S	
<b>Registration Number:</b>	3965058	STICKY MCDoogle	
<b>Registration Number:</b>	4340690	HOPALICIOUS	
<b>Registration Number:</b>	4454213	HOPALICIOUS	
<b>Registration Number:</b>	4588648	UNSHADOWED	
<b>Registration Number:</b>	4634348		
<b>Registration Number:</b>	5391747	HU\$H MONEY	
<b>Registration Number:</b>	5391790	NAPALM BUNNY	
<b>Registration Number:</b>	5391774	OFF SWITCH	
<b>Registration Number:</b>	5391778	OKTILLION	
<b>Registration Number:</b>	5391754	TEARS OF MY ENEMIES	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 3940643

**Fax Number:** 4142770656

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 4142716560

**Email:** jltreml@michaelbest.com

**Correspondent Name:** Laura Konkel of Michael Best & Friedrich

**Address Line 1:** 790 N Water Street, Suite 2500

**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>NAME OF SUBMITTER:</b>	Jaime Treml
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<b>SIGNATURE:</b>	/jaime treml/
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<b>DATE SIGNED:</b>	05/01/2023
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is effective as of March 15, 2023, by and between Ale Asylum, LLC, a Wisconsin limited liability company (“Assignor”), and Ale Asylum Brewing Company LLC, a Wisconsin limited liability company (“Assignee”). All capitalized terms used but not defined herein shall have the meaning given to them in that certain Asset Purchase Agreement dated the date hereof between Assignor and Assignee (as it may be amended, restated, supplemented or otherwise modified, the “Purchase Agreement”).

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, its entire right, title and interest in and to all intangible assets, including, without limitation, the Intellectual Property set forth on Exhibit A attached hereto, but excluding the Excluded Assets (collectively, the “Assigned IP”).

**NOW, THEREFORE**, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Assignment.** Assignor hereby assigns, transfers, sells and conveys to Assignee its entire right, title, and interest in and to the Assigned IP, including all goodwill associated therewith, and any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation and Further Actions.** Assignor hereby authorizes the appropriate entities and agencies, and the officials of such entities and agencies, in any applicable jurisdictions to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee’s cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

**3. Covenant.** Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

**4. Terms of Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to the Assignor’s representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded by any term or condition of this Assignment Agreement but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment Agreement, the terms of the Purchase Agreement will govern.

**5. Miscellaneous.** This Assignment Agreement may be executed in counterparts, including by facsimile or pdf, each counterpart of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of such state’s conflict of laws

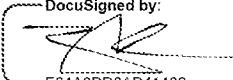
principles and without reference to any rules of construction regarding the draftsman hereof. Headings in this Assignment Agreement are for the purposes of reference only and shall not limit or otherwise affect any of the terms hereof. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

[Signature page follows]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Intellectual Property Assignment Agreement to be duly executed effective as of the date first written above.

**BUYER:**

ALE ASYLUM BREWING COMPANY LLC

By:  \_\_\_\_\_  
Name: Zak Koga  
Title: Member

**SELLER:**

ALE ASYLUM, LLC

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

*[Signature Page to Intellectual Property Assignment Agreement]*

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Intellectual Property Assignment Agreement to be duly executed effective as of the date first written above.

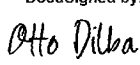
**BUYER:**

ALE ASYLUM BREWING COMPANY LLC

By: \_\_\_\_\_  
Name: Zak Koga  
Title: Member

**SELLER:**

ALE ASYLUM, LLC

DocuSigned by:  
By:   
Name: Otto Dilba  
Title: Manager

*[Signature Page to Intellectual Property Assignment Agreement]*

**EXHIBIT A****ASSIGNED IP**

Ale Asylum brand name (all versions and files).  
 Ale Asylum brand logo (all versions and files).  
 Ale Asylum packaging design (all versions and files).  
 Ale Asylum website and website domain.  
 Ale Asylum social media accounts (login and any associated files/content files).  
 Ale Asylum email accounts, but excluding historical items that are not segregated into business folders in accordance with historical archiving practices.  
 Ale Asylum recipes, production methods, trade secrets, procedures, and operations.  
 All customer and vendor relationships, contact info, notes, and historical relationship-based information, and all files related to on-going maintenance and operation of the brands.  
 All electronic/digital/web/software logins and accounts required to maintain and operate the brand.

The following registered trademarks:

<b>TRADEMARK NAME</b>	<b>STATUS</b>	<b>U.S. REGISTRATION DATE</b>	<b>U.S. SERIAL NUMBER</b>	<b>U.S. REGISTRATION NUMBER</b>
<i>Ambergeddon (logo mark)</i>	Live	04-05-11	85100052	3,940,639
<i>Ballistic IPA (logo mark)</i>	Live	05-24-11	85100210	3,965,059
<i>Bedlam! (logo mark)</i>	Live	04-05-11	85100113	3,940,643
<i>Hopalicious (logo mark)</i>	Live	05-28-13	85360685	4,340,690
<i>Hopalicious (word mark)</i>	Live	12-24-13	85919288	4,454,213
<i>Hu\$h Money (word mark)</i>	Live	01-30-18	87524982	5391747
<i>Madtown Nutbrown (logo mark)</i>	Live	04-12-11	85100149	3,943,692
<i>Mercy Grand CRU (logo mark)</i>	Live	04-12-11	85100234	3,943,695
<i>Napalm Bunny (word mark)</i>	Live	01-30-18	87525634	5391790
<i>Off Switch (word mark)</i>	Live	01-30-18	87525483	5,391,774
<i>Okillion (word mark)</i>	Live	01-30-18	87525537	5391778
<i>Satisfaction Jacksin S</i>	Live	05-24-11	85100124	3,965,056

<b>TRADEMARK NAME</b>	<b>STATUS</b>	<b>U.S. REGISTRATION DATE</b>	<b>U.S. SERIAL NUMBER</b>	<b>U.S. REGISTRATION NUMBER</b>
<i>(logo mark)</i>				
<i>Stickey McDoogle (logo mark)</i>	Live	05-24-11	85100173	3,965,058
<i>Tears of My Enemies (word mark)</i>	Live	01-30-18	87525083	5,391,754
<i>Tripel Nova (logo mark)</i>	Live	04-05-11	85100191	3,940,654
<i>Unshadowed (logo mark)</i>	Live	11-04-14	86220567	4,634,348
<i>Unshadowed (word mark)</i>	Live	08-19-14	86172224	4,588,648