CH \$240.00 48814

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM815446

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Craft Brew Alliance, Inc.		05/18/2023	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Mountain Beverage LLC		
Street Address:	163 Boone Creek Drive		
City:	Boone		
State/Country:	NORTH CAROLINA		
Postal Code:	28607		
Entity Type:	Limited Liability Company: NORTH CAROLINA		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4881447	AMB
Registration Number:	5337866	BOONE CREEK BLONDE
Registration Number:	4812655	FARM TO FLAME
Registration Number:	4789084	LONG LEAF
Registration Number:	5567426	NOT AN IPA
Registration Number:	5031011	SPOATY OATY PALE ALE
Registration Number:	5928460	MYSTIC DRAGON
Registration Number:	6009722	CLOUD PLEASER
Registration Number:	5967666	THE CIDER SIDE OF LIFE

CORRESPONDENCE DATA

Fax Number:

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

Phone: 3034415913

Email: docket@hollandhart.com
Correspondent Name: Jolly-Johanna L. Northrop

Address Line 1: P.O. Box 8749

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER: 31958.2949

NAME OF SUBMITTER: Jolly-Johanna L. Northrop	
SIGNATURE: /Jolly-Johanna L. Northrop/	
DATE SIGNED:	06/06/2023

Total Attachments: 5

source=Intellectual Property Assignment CBA to Mountain Beverage LLC#page1.tif source=Intellectual Property Assignment CBA to Mountain Beverage LLC#page2.tif source=Intellectual Property Assignment CBA to Mountain Beverage LLC#page3.tif source=Intellectual Property Assignment CBA to Mountain Beverage LLC#page4.tif source=Intellectual Property Assignment CBA to Mountain Beverage LLC#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment"), dated as of May 18, 2023, is entered into by and between Craft Brew Alliance, Inc., a Washington corporation, or its designee, ("Assignor") and Mountain Beverage LLC, a North Carolina limited liability company ("Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of May 18, 2023, by and among Assignor and Assignee (the "Purchase Agreement"). Capitalized terms used but not defined in this Assignment have the meanings given in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign all its right, title, and interest in and to the **Intellectual Property Assets**; and

WHEREAS, Assignee desires to acquire, and Assignor desires to assign and transfer the Intellectual Property Assets; and

WHEREAS, Assignee desires to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Assignor and Assignee agree as follows:

- 1. In accordance with the terms and conditions of the Purchase Agreement, Assignor does hereby sell, assign, and transfer to Assignee, the entire right, title, and interest in and to the Intellectual Property Assets, including the Intellectual Property Registrations set forth on Exhibit A, together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property Assets, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Closing Date, 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. Assignor represents and warrants to Assignee that Assignor is the owner of the entire right, title and interest in and to the Intellectual Property Assets and has the sole right and authority to enter into this Assignment and grant rights hereunder.
- 2. Assignor hereby covenants and agrees that it will execute and deliver any additional documents and perform such additional acts, at Assignor's sole expense, that may be reasonably necessary to assist Assignee (or its successors or assigns) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Intellectual Property Assets, and to secure, enforce, maintain and defend the assigned rights.
- 3. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.
- 4. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

- 5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successor and permitted assigns.
- 6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Assignment. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 7. Assignor hereby authorizes the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
- Assignor agrees to cooperate fully with Assignee to execute the electronic transfer of the domain names from Assignor's account with the applicable domain name registrar to Assignee's account with the applicable domain name registrar (the "Registrar"), including by completing the Assignor's portion of the assignment procedure established by each applicable Registrar's policy within thirty (30) days of the execution of this Assignment. Assignor also agrees to cooperate fully with Assignee to, at Assignee's sole option, either execute the electronic transfer of the social media accounts and user names, take other steps required by the social media platform provider, or provide data and information to Assignee, including but not limited to administrative details, login names and passwords, sufficient for Assignee to assume control of such social media accounts and user names, all within thirty (30) days of the execution of this Assignment.

* * *

PAGE 2 – INTELLECTUAL PROPERTY ASSIGNMENT 4856-0415-5482v.1 0121555-000001

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment on the date first written above.

ASSIGNOR:

CRAFT BREW ALLIANCE, INC.,

a Washington corporation

- 2000 m

Name: Andrew J. Thomas
Title: Chief Executive Officer

Title: Chief Executive Officer

Docusigned by:

Name: Marcus Reed

By:

Title: General Counsel and Assistant Secretary

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment on the date first written above.

ASSIGNEE:

By:

MOUNTAIN BEVERAGE LLC,

a North Carolina limited liability company

By: Laughing Hop, LLC, a North Carolina limited liability company, its Manager

By: Nathan kelischek

Nathan Kelischek, Manager

(/1/

Christopher Zieber, Manager

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT A

Intellectual Property Registrations

AMB	USPTO	(Int'l Class(es) 32) Beer; beers	Registered: January 5, 2016	CRAFT BREW ALLIANCE, INC.
			Registration No.: 4881447	
BOONE CREEK BLONDE	USPTO	(Int'l Class(es) 32) Beer	Registered: November 21, 2017	CRAFT BREW ALLIANCE, INC.
			Registration No.: 5337866	
FARM TO FLAME	USPTO	(Int'l Class(es) 43) Catering services; mobile café services for providing food and drink; mobile	Registered: September 15, 2015	CRAFT BREW ALLIANCE, INC.
		restaurant services; providing of food and drink via a mobile truck	Registration No.: 4812655	
LONG LEAF	USPTO	(Int'l Class(es) 32) Beer	Registered: August 11, 2015	CRAFT BREW ALLIANCE, INC.
			Registration No.: 4789084	
NOT AN IPA	USPTO	(Int'l Class(es) 32) Beer; india pale ales (ipas)	Registered: September 18, 2018	CRAFT BREW ALLIANCE, INC.
			Registration No.: 5567426	
SPOATY OATY PALE ALE	USPTO	(Int'l Class(es) 32) Beer; pale beer	Registered: August 30, 2016	CRAFT BREW ALLIANCE, INC.
			Registration No.: 5031011	
MYSTIC DRAGON	USPTO	(Int'l Class(es) 33) Hard cider	Registered: December 3, 2019	CRAFT BREW ALLIANCE, INC.
			Registration No.: 5928460	
CLOUD PLEASER	USPTO	(Int'l Class(es) 32) Beer	Registered March 10, 2020	CRAFT BREW ALLIANCE, INC.
			Registration No.: 6009722	
THE CIDER SIDE OF LIFE	USPTO	(Int'l Class(es) 33) Hard Cider	Registered: January 21, 2020	CRAFT BREW ALLIANCE, INC.
			Registration No.: 5967666	

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

 $4856\hbox{-}0415\hbox{-}5482v.1\ 0121555\hbox{-}000001$

RECORDED: 06/06/2023