

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828165

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLYING DOG BREWERY, LLC		07/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MATT BREWING CO., INC.		
Street Address:	811 Edward Street		
City:	Utica		
State/Country:	NEW YORK		
Postal Code:	13502		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Serial Number:	98000902	THE FEAR	
Serial Number:	97795360	ROYAL CRUSH	
Serial Number:	97632966	SUPER HOOK	
Serial Number:	97632954	NUCLEAR SMILE	
Serial Number:	97632940	SNOWPLOWED	
Serial Number:	97631384	CUT THE LEASH	
Serial Number:	97525645	KILLER TEA	
Serial Number:	97811703	KILLER HARD TEA	
Serial Number:	90541868	ZEN BLASTER	
Serial Number:	90028074	HOP ELECTRIC	
Serial Number:	90380400	FAMILY DRAMA	
Serial Number:	90380079	K-9	
Serial Number:	90127229	OPERATION BREAKFAST	
Serial Number:	88577981	FLYING DOG BREWERY	
Serial Number:	88775383	DEEPFAKE	
Serial Number:	88787269	VICIOUS HOOK	
Serial Number:	88427970	SALTY BITCH	
Serial Number:	88331035	UNDER DOG	
Serial Number:	88331028	SUNDAY BEST	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	88235026	NIGHT SCHOOL
Serial Number:	88213935	GOOD BEER NO SHIT
Serial Number:	87179703	THREE NAIL ALE
Serial Number:	87037937	BREWHOUSE RARITIES
Serial Number:	87245039	GONZOFEST
Serial Number:	87654799	WOODY CREEK WHITE
Serial Number:	87038098	
Serial Number:	87655351	NUMERO UNO
Serial Number:	87438519	THUNDERPEEL
Serial Number:	86422767	FLYING DOG
Serial Number:	86768195	FEVER DREAM
Serial Number:	86681401	BLOODLINE
Serial Number:	86065855	THE TRUTH
Serial Number:	86441591	KUJO
Serial Number:	86273148	DEAD RISE
Serial Number:	86490314	FARMWORKS BREWERY
Serial Number:	86188739	EASY IPA
Serial Number:	85311048	K-9 CRUISER
Serial Number:	85309974	IN-HEAT WHEAT
Serial Number:	85311106	GARDE DOG
Serial Number:	85311015	TIRE BITE
Serial Number:	85310938	WILD DOG
Serial Number:	85307446	ROAD DOG
Serial Number:	85302059	OLD SCRATCH
Serial Number:	85310865	DOUBLE DOG
Serial Number:	85310967	SNAKE DOG
Serial Number:	85309701	GONZO
Serial Number:	85309664	HORN DOG
Serial Number:	85309614	RAGING BITCH
Serial Number:	85307370	DOGGIE STYLE
Serial Number:	77306053	FLYING DOG
Serial Number:	77304082	FLYING DOG BREWERY

CORRESPONDENCE DATA

Fax Number: 3156247359

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: 3156247151

Email: rbarrowman@mattlawfirm.com

Correspondent Name: Robert P. Barrowman
Address Line 1: 1701 Genesee Street
Address Line 2: The Matt Law Firm, PLLC
Address Line 4: Utica, NEW YORK 13501

NAME OF SUBMITTER:	Robert P. Barrowman
SIGNATURE:	/Robert P. Barrowman/
DATE SIGNED:	07/28/2023

Total Attachments: 6

source=Trademark Assignment - Flying Dog to Matt Brewing 1A#page1.tif
source=Trademark Assignment - Flying Dog to Matt Brewing 1A#page2.tif
source=Trademark Assignment - Flying Dog to Matt Brewing 1A#page3.tif
source=Trademark Assignment - Flying Dog to Matt Brewing 1A#page4.tif
source=Trademark Assignment - Flying Dog to Matt Brewing 1A#page5.tif
source=Trademark Assignment - Flying Dog to Matt Brewing 1A#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of July 21st, 2023 ("**Effective Date**") is made by and between **FLYING DOG BREWERY, LLC**, a Delaware limited liability company with a present mailing address of 4607 Wedgewood Boulevard, Frederick, Maryland 21703 ("**Seller**") and **MATT BREWING CO., INC.**, a New York corporation with a present mailing address of 811 Edward Street, Utica, N.Y. 13502 ("**Buyer**"). Buyer is the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller dated as of May 21st, 2023 ("**Asset Purchase Agreement**"). As used herein, Seller and Buyer are collectively called the "**Parties**" and individually called a "**Party**."

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, with the intent to be legally bound hereby, the Parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following trademark assets:

(a) the trademark registrations and applications set forth in the attached Trademark Schedule, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (collectively, "**Trademarks**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2. Recordation and Further Actions. Seller authorizes the USPTO's Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall 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 Trademarks are properly assigned to Buyer in accordance herewith.

3. Terms of Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any

conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts: 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 agreement. A signed copy of this Assignment delivered by 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.

5. Successors and Assigns: This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law; Effect of Assignment: This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Assignee is the successor-in-interest to the Trademarks for the purposes of 15 U.S.C. § 1060.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.


FLYING DOG BREWERY, LLC - Seller

DocuSigned by:
By Kelly McElroy
Kelly McElroy
Manager

MATT BREWING CO., INC. - Buyer

DocuSigned by:
By AD Matt
Alfred D. Matt, President/CEO

TRADEMARK SCHEDULE

<i>Mark</i>	<i>Serial Number</i>	<i>Registration Number</i>	<i>Class(es) and Goods</i>
THE FEAR (word mark)	98000902	N/A	Class 32: Beer
ROYAL CRUSH (word mark)	97795360	N/A	Class 32: Beer
SUPER HOOK (word mark)	97632966	7037199	Class 32: Beer
NUCLEAR SMILE (word mark)	97632954	7037198	Class 32: Beer
SNOWPLOWED (word mark)	97632940	7037197	Class 32: Beer
CUT THE LEASH (word mark)	97631384	7037193	Class 25: Hats and t-shirts Class 32: Beer
KILLER TEA (word mark)	97525645	N/A	Class 33: Beverages, namely, alcoholic malt based tea-flavored beverages
KILLER HARD TEA (word mark)	97811703	N/A	Class 33: Beverages, namely, alcoholic malt-based tea-flavored beverages
ZEN BLASTER (word mark)	90541868	6733220	Class 32: Beer
HOP ELECTRIC (word mark)	90028074	6725611	Class 32: Beer
FAMILY DRAMA (word mark)	90380400	6500044	Class 32: Beer
K-9 (word mark)	90380079	6499989	Class 32: Beer
OPERATION BREAKFAST (word mark)	90127229	6257368	Class 32: Beer
 (stylized/design)	88577981	6017548	Class 32:

DEEPFAKE (word mark)	88775383	6719415	Class 32: Non-alcoholic beer
VICIOUS HOOK (word mark)	88787269	6165971	Class 32: Beer
SALTY BITCH (word mark)	88427970	6038639	Class 32: Beer
UNDER DOG (word mark)	88331035	6011332	Class 32: Beer
SUNDAY BEST (word mark)	88331028	5861952	Class 32: Beer
NIGHT SCHOOL (word mark)	88235026	5805355	Class 32: Beer
GOOD BEER NO SHIT (word mark)	88213935	5964853	Class 25: Clothing, namely, T-shirts Class 32: Beer
THREE NAIL ALE (word mark)	87179703	5356148	Class 32: Beer and ale
BREWHOUSE RARITIES (word mark)	87037937	5109150	Class 32: Beer
GONZOFEST (word mark)	87245039	5209468	Class 41: Organizing and conducting entertainment exhibitions in the nature of festivals with music, beer and celebrity impersonations
WOODY CREEK WHITE (word mark)	87654799	5433573	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
 (stylized/design)	87038098	5109164	Class 25: Clothing, namely, shirts and caps Class 32: Beer
NUMERO UNO (word mark)	87655351	5905444	Class 32: Beer
THUNDERPEEL (word mark)	87438519	5536763	Class 32: Beer
 (stylized/design)	86422767	4747734	Class 25: Clothing, namely shirts, t-shirts, pants, hats, and caps Class 32: Beer

FEVER DREAM (word mark)	86768195	5014574	Class 32: Beer
BLOODLINE (word mark)	86681401	4939257	Class 32: Beer and ale
THE TRUTH (word mark)	86065855	4903531	Class 32: Beer
KUJO (word mark)	86441591	4764026	Class 32: Beer
DEAD RISE (word mark)	86273148	4662867	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
FARMWORKS BREWERY (word mark)	86490314	5633128	Class 25: Hats; T-shirts; Wearable garments and clothing, namely, shirts
EASY IPA (word mark)	86188739	46103045	Class 32: Beer
K-9 CRUISER (word mark)	85311048	4073797	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
IN-HEAT WHEAT (word mark)	85309974	4067047	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
GARDE DOG (word mark)	85311106	4073800	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
TIRE BITE (word mark)	85311015	4073795	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
WILD DOG (word mark)	85310938	4073790	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
ROAD DOG (word mark)	85307446	4063324	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
OLD SCRATCH (word mark)	85302059	4063031	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
DOUBLE DOG (word mark)	85310865	4107917	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
SNAKE DOG (word mark)	85310967	4067117	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
GONZO (word mark)	85309701	4063381	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer

HORN DOG (word mark)	85309664	4063380	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
RAGING BITCH (word mark)	85309614	4063379	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
DOGGIE STYLE (word mark)	85307370	4063318	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer
FLYING DOG (word mark)	77306053	3448951	Class 25: Caps; Short-sleeved or long-sleeved t-shirts; Hats [; Ladies' underwear]; Class 32: beer
FLYING DOG BREWERY (word mark)	77304082	3495109	Class 32: Brewed malt-based alcoholic beverage in the nature of a beer

4858-1032-5873, v. 1