

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829186

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: 13			
Property Type	Number	Word Mark	
Serial Number:	97088998	WHIPSICLES	
Serial Number:	97056556	WHIPSICLE	
Serial Number:	97039522	OBSCENITY	
Serial Number:	97056627	RALLYTIME	
Serial Number:	97121427	FLASHMAN'S	
Serial Number:	97686094	SWOOP	
Serial Number:	97685530	BOSS BITCH	
Serial Number:	97525632	PRIMETIME	
Serial Number:	97383914	OSOPHER	
Serial Number:	97321669	FARMWORKS BREWERY	
Serial Number:	97699716	OLD SCRATCH	
Serial Number:	97100176	WHIPS	
Serial Number:	97100164	WHIP	
CORRESPONDENCE DATA			
Fax Number:	3156247359		
<i>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.</i>			
Phone:	3156247151		
Email:	rbarrowman@mattlawfirm.com		

OP \$340.00 97088998

Correspondent Name: Robert 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: 08/03/2023

Total Attachments: 3

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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**") and together with the assets associated with the business of Seller to which the Trademarks pertain;

(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
Authorized Member

MATT BREWING CO., INC. - Buyer

DocuSigned by:
By: AD Matt
7F46889438745F
Alfred D. Matt, President/CEO

TRADEMARK SCHEDULE

Mark	Serial Number	Registration Number	Class(es) and Goods
WHIPSICLES (word mark)	97088998	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits
WHIPSICLE (word mark)	97056556	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits
OBSCENITY (word mark)	97039522	N/A	Class 32: Beer
RALLYTIME (word mark)	97056627	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits
FLASHMAN'S (word mark)	97121427	N/A	Class 32: Beer
SWOOP (word mark)	97686094	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits; hard cider
BOSS BITCH (word mark)	97685530	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits
PRIMETIME (word mark)	97525632	N/A	Class 33: Hard cider
OSOPHER (word mark)	97383914	N/A	Class 32: Beer
FARMWORKS BREWERY (word mark)	97321669	N/A	Class 32: Beer
OLD SCRATCH (word mark)	97699716	N/A	Class 33: Whiskey
WHIPS (word mark)	97100176	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits
WHIP (word mark)	97100164	N/A	Class 33: Prepared alcoholic cocktails consisting primarily of distilled spirits