

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843165

<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>
Strike Brewing Company		09/30/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Strike Brewing Company, LLC		
<b>Street Address:</b>	405 Max Court		
<b>Internal Address:</b>	Suite 241A		
<b>City:</b>	Henderson		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89011		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4188098	STRIKE BREWING CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124550501		
<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>			
<b>Phone:</b>	6124556215		
<b>Email:</b>	tseegert@trepanierlaw.com		
<b>Correspondent Name:</b>	Trenton K. Seegert		
<b>Address Line 1:</b>	310 Fourth Avenue South		
<b>Address Line 2:</b>	8000 Flour Exchange Building		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55415		
<b>NAME OF SUBMITTER:</b>	Trenton K. Seegert		
<b>SIGNATURE:</b>	/s/ Trenton K. Seegert		
<b>DATE SIGNED:</b>	10/02/2023		
<b>Total Attachments: 3</b>			
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source=2023 09 30 (signed) Trademark Assignment Form - Strike Brewing Company LLC (NV)#page2.tif			
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OP \$40.00 4188098

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is entered into and made effective September 30, 2023 ("**Effective Date**"), by and between Strike Brewing Company, a Delaware corporation ("**Assignor**") and Strike Brewing Company, LLC, a Nevada limited liability company ("**Assignee**").

**WHEREAS**, Assignor is the owner of the following Trademark registered with the United States Patent and Trademark Office:

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>SERIAL NO.</b>
STRIKE BREWING CO.	4188098	August 7, 2012	85431415

(the "**Trademark**"); and

**WHEREAS**, Assignee wishes to acquire the entire right, title, and interest in the Trademark in perpetuity.

**NOW, THEREFORE**, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$1.00, and additional consideration as provided for in that certain Asset Purchase Agreement dated September 29, 2023, and entered into between Assignor and Assignee, among others ("**Asset Purchase Agreement**").

**3. Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) To Assignor's best knowledge, the Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) To Assignor's best knowledge, the Trademark does not infringe the rights of any person or entity;
- (e) To Assignor's best knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

- (f) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

**4. Entire Agreement.** This Assignment, along with the Asset Purchase Agreement and all exhibits and schedules referenced and incorporated therein, contains the entire understanding and agreement between the parties hereto with respect to the assignment of the Trademark and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**5. Amendment.** This Assignment may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Assignment.

**6. Severability.** If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

**7. Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

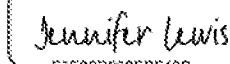
**8. Governing Law and Venue.** This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of California. The parties acknowledge and agree that any disputes or litigation between the parties shall be brought exclusively in the courts located in the State of California. All parties agree that the courts of California are a convenient forum for the resolution of such disputes.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

**ASSIGNOR**

Strike Brewing Company,  
a Delaware corporation

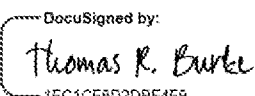
By:   
\_\_\_\_\_

Jennifer Lewis

Its: Chief Executive Officer

**ASSIGNEE**

Strike Brewing Company, LLC,  
a Nevada limited liability company

By:   
\_\_\_\_\_

Thomas R. Burke

Its: Chief Executive Officer