

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM845586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell's Brewery, Inc.		10/09/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	NEW BELGIUM BREWING COMPANY, INC.		
Street Address:	500 Linden Street		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80524		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 73			
Property Type	Number	Word Mark	
Registration Number:	5617904		
Registration Number:	5086054	ECCENTRIC CAFÉ	
Registration Number:	5351341	BELL'S	
Registration Number:	5443877	BELL'S	
Registration Number:	4863739	906	
Registration Number:	4791036	YOOPER	
Registration Number:	4615905	HOPSLAM	
Registration Number:	4377962	MIDWESTERN PALE ALE	
Registration Number:	4138300	OBERON ALE	
Registration Number:	4135227	TWO HEARTED	
Registration Number:	4098319	INSPIRED BREWING	
Registration Number:	4145342	OBERON	
Registration Number:	4045530	EXPEDITION	
Registration Number:	4163296	THIRD COAST	
Registration Number:	4098313	TWO HEARTED ALE	
Registration Number:	4177862	BELL'S	
Registration Number:	4653137	UPA	
Registration Number:	4653136	UPPER HAND	
Registration Number:	3122464	INSPIRED BREWING	

OP \$1840.00 5617904

Property Type	Number	Word Mark
Registration Number:	3052688	EXPEDITION
Registration Number:	2963844	TWO HEARTED ALE
Registration Number:	3043604	OBERON
Registration Number:	2749090	B E L L'S
Registration Number:	1925758	THIRD COAST
Registration Number:	7109529	LAGER FOR THE LAKES
Registration Number:	7077148	CHANGE OF HEART
Registration Number:	7077147	BIG HEARTED
Registration Number:	7077146	HAZY HEARTED
Registration Number:	7076969	QUITE BRITE
Registration Number:	6837867	DEER CAMP
Registration Number:	6822647	LOSUN
Registration Number:	6791399	RIND OVER MATTER
Registration Number:	6657955	RIND OVER MATTER
Registration Number:	6237511	EST. 2014 UPPER HAND BREWERY
Registration Number:	6297000	NO, YEAH
Registration Number:	6296999	JUST A REALLY NICE BEER
Registration Number:	6223706	IRRATION-ALE
Registration Number:	6163648	FUNVITATIONAL
Registration Number:	6241530	JUICY GOSSIP
Registration Number:	6091040	OBERUN
Registration Number:	6080214	OBERUN
Registration Number:	5896564	LIGHT HEARTED
Registration Number:	5951652	BRIGHT WHITE
Registration Number:	5730044	OFFICIAL
Registration Number:	5306737	
Registration Number:	5338300	SPARKLEBERRY
Registration Number:	5535602	LAUGHING FISH
Registration Number:	5677886	WILD ONE
Registration Number:	5535598	POOLTIME
Registration Number:	5540224	LAGER OF THE LAKES
Registration Number:	5535592	ECCENTRIC
Registration Number:	5535591	BLACK NOTE
Registration Number:	5764160	TESSIE'S
Registration Number:	6348300	LILLIPUT
Registration Number:	5612658	ARABICADABRA
Registration Number:	5371657	REACH FOR THE SUN
Registration Number:	5151339	HOPSOULUTION

Property Type	Number	Word Mark
Registration Number:	7184502	ALL-UMINATION
Serial Number:	97922132	WAKELESS
Serial Number:	97922108	GOOD & PROPER
Serial Number:	97891168	COLD HEARTED
Serial Number:	97778225	HEARTED
Serial Number:	97759635	BURNING HAND
Serial Number:	97759580	BLACK HEARTED
Serial Number:	97724640	NEVER TREND
Serial Number:	97711384	TRAIL TREATS
Serial Number:	97711364	SKYWATCHER
Serial Number:	97709700	OBERON ECLIPSE
Serial Number:	97588789	WILD SPRUCE CHASE
Serial Number:	97922160	PADDLE BREAK
Serial Number:	90845840	LIGHTER DAZE
Serial Number:	90752773	TITANIA
Serial Number:	90092496	DRINK U.P.

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.

Email: bwolf@newbelgium.com

Correspondent Name: Brian Wolf

Address Line 1: 500 Linden Street

Address Line 4: Fort Collins, COLORADO 80524

NAME OF SUBMITTER:	Tyler Blizzard
SIGNATURE:	/tyler blizzard/
DATE SIGNED:	10/12/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 9, 2023, is made by Bell's Brewery, Inc. ("**Assignor**"), a Michigan corporation, located at 8938 Krum Ave, Galesburg, MI 49053, in favor of New Belgium Brewing Company, Inc. ("**Assignee**"), a Colorado corporation, located at 500 Linden St., Fort Collins, CO 80524, the assignee and recipient of all assets of Assignor pursuant to the Consent in Lieu of Special Meeting the [sic] of Board of Directors of Bell's Brewery, Inc. issued by Assignor and dated as of January 19, 2023 (the "**Consent Declaration**").

WHEREAS, under the terms of the Consent Declaration, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, all intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Consent Declaration, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. 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.

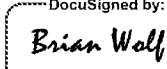
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark 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 Colorado, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

BELL'S BREWERY, INC.

By:  DocuSigned by:
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Name: Brian wolf

Title: Secretary

SCHEDULE 1**Assigned Trademarks**

Trademark Registrations

Mark	Registration Number
	5617904
ECCENTRIC CAFÉ	5086054
BELL'S	5351341
BELL'S	5443877
906	4863739
YOOPER	4791036
HOPSLAM	4615905
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OBERUN	6091040
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OFFICIAL	5730044
	5306737
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LAGER OF THE LAKES	5540224
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TESSIE'S	5764160
LILLIPUT	6348300
ARABICADABRA	5612658

REACH FOR THE SUN	5371657
HOPSOULUTION	5151339
ALL-UMINATION	7184502

Trademark Applications

Mark	Application Serial Number	ITU Status
WAKELESS	97922132	Pending
GOOD & PROPER	97922108	Pending
COLD HEARTED	97891168	Pending
HEARTED	97778225	Pending
BURNING HAND	97759635	Pending
BLACK HEARTED	97759580	Pending
NEVER TREND	97724640	Pending
TRAIL TREATS	97711384	Pending
SKYWATCHER	97711364	Pending
OBERON ECLIPSE	97709700	Pending
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PADDLE BREAK	97922160	Pending
LIGHTER DAZE	90845840	Pending
TITANIA	90752773	Pending
DRINK U.P.	90092496	Pending