

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anheuser-Busch, LLC		09/29/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	American Beverage Crafts, LLC		
Street Address:	195 Ottley Drive		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30324		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4609889	SHOCK TOP	
Registration Number:	6754125	SHOCK TOP	
Registration Number:	3412539	SHOCK TOP	
Registration Number:	6802332	SHOCK TOP ZEST	
Serial Number:	90749574	SHOCKINGLY GOOD	
Registration Number:	5159027	SHOCK TOP	
Registration Number:	3626912		
Registration Number:	5022651		
Registration Number:	5243089		
CORRESPONDENCE DATA			
Fax Number:			
<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:	7704346868		
Email:	trademarkdocketing@taylorenghish.com		
Correspondent Name:	Amanda G. Hyland		
Address Line 1:	1600 Parkwood Circle		
Address Line 2:	Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		

OP \$240.00 4609889

ATTORNEY DOCKET NUMBER:	78282-0000
NAME OF SUBMITTER:	Amanda G. Hyland
SIGNATURE:	/Amanda G. Hyland/
DATE SIGNED:	10/27/2023

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made and entered into as of September 29, 2023 by and between **Anheuser-Busch, LLC**, a Missouri limited liability company with a business address at One Busch Place, 7th Floor, Saint Louis, Missouri (“**Assignor**”), and **American Beverage Crafts, LLC**, a Delaware limited liability company with a business address at 195 Ottley Drive, Atlanta, Georgia 30324 (“**Assignee**”). Each of the parties named above may be referred to herein as a “**Party**” and collectively as the “**Parties**.”

Assignor and TILRAY BEVERAGES, LLC, a Delaware limited liability company (the “**Buyer**”), are parties to that certain Securities and Asset Purchase Agreement, dated as of August 7, 2023 and amended as of September 29, 2023 (as amended, the “**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to the Buyer, and the Buyer has agreed to purchase, acquire and accept from Assignor, the entire right, title and interest in, to and under all of the trademarks/service marks identified on Exhibit A attached hereto, together with their respective registrations set forth on such Exhibit A (collectively, the “**Trademarks**”), free and clear of all Liens (as defined below), together with all rights now and hereafter attaching thereto. The Buyer is an Affiliate of Assignee. The execution and delivery of this Agreement is a condition to the closing of the transactions contemplated by the Purchase Agreement.

WHEREAS, in order to effectuate Assignor’s assignment to Assignee, on behalf of the Buyer, of its entire right, title and interest in, to and under the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee Assignor’s entire right, title and interest in, to and under, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of all Liens, together with all rights now and hereafter attaching thereto. “**Liens**” means any mortgage, pledge, hypothecation, hypothec, right of others, claim, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, proxy, interest, equity, option, lien, preemptive right, right of first offer or refusal, charge or other restrictions or limitations of any nature whatsoever, other than restrictions on the offer and sale of securities under federal, state or provincial securities laws.
2. Together with Assignor’s right, title and interest in, to and under each of the Trademarks, as well as the goodwill of the business associated with the Trademarks being assigned to Assignee, are the rights to police, monitor and enforce the Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

3. Assignor agrees to perform all legally permissible affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office and any foreign office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.
4. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to record this Agreement and issue any and all trademark registrations, amended registrations and/or renewals that may be granted with respect to any Trademark assigned hereunder upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.
5. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument and exhibit hereto, any further identification or information which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office and the trademark office of any other country throughout the world.
6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.
7. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

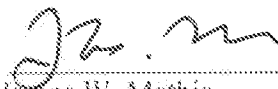
[Signature Pages Follow]

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ASSIGNOR:

ANHEUSER-BUSCH, LLC

By:

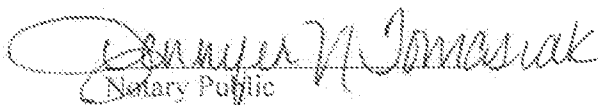


Name: James W. Mathis

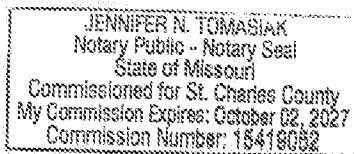
Title: Secretary

State of Missouri
County of City of St. Louis

On this 20th day of September, 2023, before me the undersigned notary public, personally appeared James Mathis, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

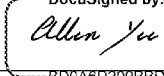


Notary Public



ASSIGNEE:

AMERICAN BEVERAGE CRAFTS, LLC

DocuSigned by:

 By: _____
 Name: Allen Yee
 Title: General Counsel and Secretary

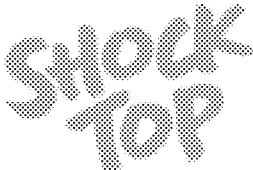



State of _____
 County of _____





On this _____ day of _____, 2023, before me the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.





 Notary Public

Exhibit A

Trademarks

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
SHOCK TOP	RN: 4609889 SN: 86239672	USPTO
SHOCK TOP (Stylized) 	RN: 6754125 SN: 90828760	USPTO
SHOCK TOP	RN: 3412539 SN: 77210510	USPTO
SHOCK TOP ZEST	RN: 6802332 SN: 90819267	USPTO
SHOCKINGLY GOOD	SN: 90749574	USPTO
SHOCK TOP and Design 	RN: 5159027 SN: 86898647 <i>(In grace period; grace period expires 9/14/2023)</i>	USPTO
Design Only 	RN: 3626912 SN: 77606759	USPTO
Design Only 	RN: 5022651 SN: 86931567	USPTO

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
Design Only 	RN: 5243089 SN: 87240140	USPTO
SHOCK TOP	RN: TMA804191 AN: 1493326	Canadian Intellectual Property Office
SHOCK TOP BELGIAN WHITE and Design 	RN: TMA850103 AN: 1576376	Canadian Intellectual Property Office
SHOCK TOP LEMON SHANDY	RN: TMA896875 AN: 1650616	Canadian Intellectual Property Office
SHOCKOLATE	RN: TMA950170 AN: 1692343	Canadian Intellectual Property Office
WINTER SHOCKS	RN: TMA949731 AN: 1708393	Canadian Intellectual Property Office
Design Only 	RN: TMA1013285 AN: 1833899	Canadian Intellectual Property Office
SHOCK TOP BELGIAN WHITE	RN: TMA917566 AN: 1695388	Canadian Intellectual Property Office
SHOCK TOP RASPBERRY WHITE	RN: TMA925281 AN: 1695374	Canadian Intellectual Property Office
SHOCK TOP SPICED PUMPKIN	RN: TMA925264 AN: 1695373	Canadian Intellectual Property Office
SHOCK TOP	RN: 1178793 AN: M1114113	Mexican Institute of Industrial Property
SHOCK TOP BELGIAN WHITE and Design 	RN: 1554807 AN: M1587008	Mexican Institute of Industrial Property

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
SHOCK TOP BELGIAN WHITE and Design 	AN: UK00913922992	Intellectual Property Office (UK)
SHOCK TOP BELGIAN WHITE and Design 	RN: 013922992 AN: 013922992	European Union Intellectual Property Office
SHOCK TOP	RN: 1833288 AN: 1833288	Intellectual Property Australia
SHOCK TOP SHOCK TOP	RN: 153350	Honduras
SHOCK TOP SHOCK TOP	AN: 20190281957	El Salvador
SHOCK TOP	AN: 2019175479	El Salvador
SHOCK TOP	RN: 2955530 AN: 3535820	National Institute of Industrial Property (Argentina)
SHOCK TOP and Design 	RN: 534199 AN: 15055755	Colombian Superintendence of Industry and Commerce
SHOCK TOP Label 	RN: 2017-F-00349392	China National Intellectual Property Administration
DOUBLE SHOCK	RN: 14506401	China National Intellectual Property Administration

SL 6153154.1