

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849226

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craft Brew Alliance, Inc.		09/29/2023	Corporation: WASHINGTON
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: 46			
Property Type	Number	Word Mark	
Registration Number:	3381617	ALCHEMY	
Registration Number:	6004141	ATOMIC ROBOT	
Registration Number:	5303495	BICOASTAL IPA	
Registration Number:	5282871	BIG BALLARD	
Registration Number:	1299809	BLACK HOOK	
Registration Number:	1296703	BLACKHOOK	
Registration Number:	3661715	BRRR	
Registration Number:	4518017	BRRRBON	
Registration Number:	2319764	COLLABORATOR	
Registration Number:	3231505	COPPER HOOK	
Registration Number:	3812140	DEADLIFT	
Registration Number:	2938803	DROP TOP AMBER ALE	
Registration Number:	5783633	EL SONIDO	
Registration Number:	1929789	FORECASTERS	
Registration Number:	5510036	GREEN & GOLD	
Registration Number:	6655010	GREEN SKIES	
Registration Number:	6654897	HAZY JACK	
Registration Number:	6822357	HEFE SUNLIFE	
Registration Number:	7077068	HOPCADIA	

OP \$1165.00 3381617

Property Type	Number	Word Mark
Registration Number:	5291118	HOPFRUIT
Registration Number:	3594260	HOPS & HOOPS
Registration Number:	5896481	JUICY SUNRISE
Registration Number:	3264182	LONG HAMMER
Registration Number:	5504688	MY OH MY
Registration Number:	3381616	OKTO
Registration Number:	4285993	OLD EMBALMER
Registration Number:	5897303	PEACHES FOR ME
Registration Number:	1253138	RED HOOK
Registration Number:	1332480	RED HOOK
Registration Number:	1940873	RED HOOK ESB
Registration Number:	5865172	REDHOOK BREWLAB
Registration Number:	5633778	REDHOOK BREWLAB
Registration Number:	5375427	RUSSELL STREET
Registration Number:	4433977	SQUARE MILE
Registration Number:	4526804	SQUARE MILE CIDER CO
Registration Number:	5223319	STEEL BRIDGE
Registration Number:	6655009	STORM SURGE
Registration Number:	6035731	SÜPERWEIZEN
Registration Number:	5526134	TANGELIC HALO
Registration Number:	4604975	THE ORIGINAL AMERICAN HEFEWEIZEN
Registration Number:	4540644	UPHEAVAL
Registration Number:	5290659	W
Registration Number:	5882030	WIDMER BROTHERS
Registration Number:	1490430	WINTERHOOK
Registration Number:	2121011	
Registration Number:	2238151	

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.

Phone: 7704346868

Email: trademarkdocketing@taylorenglish.com

Correspondent Name: Amanda G. Hyland

Address Line 1: 1600 Parkwood Circle

Address Line 2: Suite 200

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER: 78282-0000

NAME OF SUBMITTER:	Amanda G. Hyland
SIGNATURE:	/Amanda G. Hyland/
DATE SIGNED:	10/27/2023
Total Attachments: 11 source=02672829#page1.tif source=02672829#page2.tif source=02672829#page3.tif source=02672829#page4.tif source=02672829#page5.tif source=02672829#page6.tif source=02672829#page7.tif source=02672829#page8.tif source=02672829#page9.tif source=02672829#page10.tif source=02672829#page11.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made and entered into as of September 29, 2023 by and between **Craft Brew Alliance, Inc.**, a Washington corporation 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 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. Assignee is an Affiliate of the Buyer. 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:

CRAFT BREW ALLIANCE, INC.

DocuSigned by:



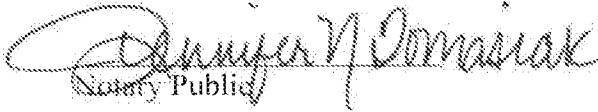
By:

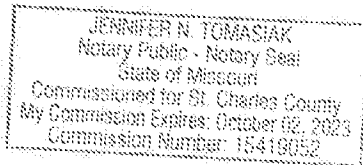
Name: James W. Mathis

Title: Director

State of Missouri
County of City of St. Louis

On this 29th 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:

Allen Yee

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

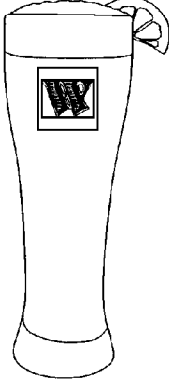
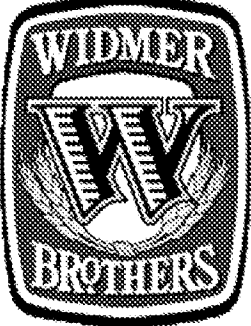
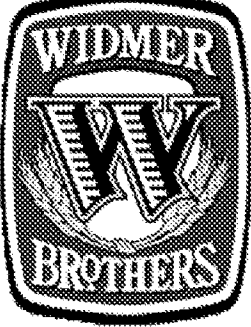
Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
ALCHEMY	RN: 3381617 SN: 77239332	USPTO
ATOMIC ROBOT	RN: 6004141 SN: 88449036	USPTO
BICOASTAL IPA	RN: 5303495 SN: 87306088	USPTO
BIG BALLARD	RN: 5282871 SN: 87268619	USPTO
BLACK HOOK	RN: 1299809 SN: 73443637	USPTO
BLACKHOOK and Design 	RN: 1296703 SN: 73443629	USPTO
BRRR	RN: 3661715 SN: 85959542	USPTO
BRRRBON	RN: 4518017 SN: 85091543	USPTO
COLLABORATOR	RN: 2319764 SN: 75411378	USPTO
COPPER HOOK	RN: 3231505 SN: 78727807	USPTO
DEADLIFT	RN: 3812140 SN: 77812609	USPTO
DROP TOP AMBER ALE	RN: 2938803 SN: 78189712	USPTO
EL SONIDO	RN: 5783633 SN: 88097195	USPTO
FORECASTERS	RN: 1929789 SN: 74590218	USPTO
GREEN & GOLD	RN: 5510036 SN: 87645136	USPTO
GREEN SKIES	RN: 6655010 SN: 90281803	USPTO
HAZY JACK	RN: 6654897 SN: 90250091	USPTO
HEFE SUNLIFE	RN: 6822357 SN: 90561854	USPTO
HOPCADIA	RN: 7077068 SN: 97305740	USPTO



Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
HOPFRUIT	RN: 5291118 SN: 87377889	USPTO
HOPS & HOOPS	RN: 3594260 SN: 77507624	USPTO
JUCY SUNRISE	RN: 5896481 SN: 88399348	USPTO
LONG HAMMER	RN: 3264182 SN: 77027470	USPTO
MY OH MY	RN: 5504688 SN: 87534167	USPTO
OKTO	RN: 3381616 SN: 77239324	USPTO
OLD EMBALMER	RN: 4285993 SN: 85659606	USPTO
PEACHES FOR ME	RN: 5897303 SN: 88448995	USPTO
RED HOOK	RN: 1253138 SN: 73380687	USPTO
RED HOOK	AN: 910399115	Brazilian Patent and Trademark Office
RED HOOK	RN: 484960 AN: M218821	Mexican Institute of Industrial Property
RED HOOK	RN: TMA418500 AN: 0687394	Canadian Intellectual Property Office
RED HOOK	RN: 4002471040000 AN: 5620020008888	Korean Intellectual Property Office
RED HOOK and Design 	RN: 1332480 SN: 73382104	USPTO
RED HOOK ESB and Design 	RN: 1940873 SN: 74597335	USPTO
RED HOOK and Design	RN: 199302375 AN: 199302375	Hong Kong

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
RED HOOK and Design 	AN: UK00913384128	Intellectual Property Office (UK)
RED HOOK and Design 	AN: UK00900440966	Intellectual Property Office (UK)
RED HOOK and Design 	RN: 000440966 AN: 000440966	European Union Intellectual Property Office
RED HOOK and Design 	RN: 013384128 AN: 013384128	European Union Intellectual Property Office
RED HOOK and Design 	RN: 1514189 AN: M1549528	Mexican Institute of Industrial Property

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
REDHOOK BREWLAB (stylized) 	RN: 5865172 SN: 87735777	USPTO
REDHOOK BREWLAB	RN: 5633778 SN: 87488851	USPTO
RUSSELL STREET	RN: 5375427 SN: 87530961	USPTO
SQUARE MILE	RN: 4433977 SN: 85851767	USPTO
SQUARE MILE CIDER CO	RN: 4526804 SN: 85851763	USPTO
STEEL BRIDGE	RN: 5223319 SN: 87289376 <i>(In grace period; grace period expires 12/13/2023)</i>	USPTO
STORM SURGE	RN: 6655009 SN: 90281798	USPTO
SÜPERWEIZEN	RN: 6035731 SN: 88515455	USPTO
TANGELIC HALO	RN: 5526134 SN: 87534176	USPTO
THE ORIGINAL AMERICAN HEFEWEIZEN	RN: 4604975 SN: 86183865	USPTO
UPHEAVAL	RN: 4540644 SN: 86039549	USPTO
UPHEAVAL	RN: 013381629 AN: 013381629	European Union Intellectual Property Office
W (stylized) 	RN: 5290659 SN: 87354703	USPTO
WIDMER BROTHERS	RN: 5882030 SN: 88009655	USPTO
WINTERHOOK	RN: 1490430 SN: 73648962	USPTO

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
	RN: 2121011 SN: 75117656	USPTO
	RN: 2238151 SN: 75301193	USPTO
LONG HAMMER	TMA941678 AN: 1631598	Canadian Intellectual Property Office
RED HOOK and Design 	TMA941677 AN: 1631604	Canadian Intellectual Property Office
RED HOOK	TMA418500 AN: 0687394	Canadian Intellectual Property Office
RED HOOK	RN: 11726507	China National Intellectual Property Administration
RED HOOK and Design 	RN: 11726471	China National Intellectual Property Administration
RED HOOK and Design 	RN: 572599	Rospatent (Russian Trademark Office)
RED HOOK	RN: 572600	Rospatent (Russian Trademark Office)

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
W & GLASS and Design 	TMA526119 AN: 0861209	Canadian Intellectual Property Office
WIDMER BROTHERS and Design 	TMA903282 AN: 1631603	Canadian Intellectual Property Office
WIDMER BROTHERS and Design 	AN: UK00913384094	Intellectual Property Office (UK)
WIDMER BROTHERS and Design 	RN: 013384094 AN: 013384094	European Union Intellectual Property Office
WIDMER BROTHERS BREWING	TMA887547 AN: 1631602	Canadian Intellectual Property Office

Mark	Registration No. Application Serial No.	Governmental/Other Entity with Issuing/Filing Authority
WIDMER BROTHERS BREWING	RN: 013381645 AN: 013381645	European Union Intellectual Property Office
WIDMER BROTHERS BREWING	AN: 910399247	Brazilian Patent and Trademark Office
WIDMER BROTHERS BREWING	AN: UK00913381645	Intellectual Property Office (UK)
WIDMER BROTHERS BREWING	AN: 11726544-32 RN: 11726544	China National Intellectual Property Administration
WIDMER BROTHERS W and Design 	AN: 11726535-32 RN: 11726535	China National Intellectual Property Administration
WIDMER BROTHERS W and Design 	AN: 2014736716 RN: 572601	Rospatent (Russian Trademark Office)
WIDMER BROTHERS BREWING	AN: 2014736716 RN: 57260	Rospatent (Russian Trademark Office)

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