

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
'MERICAN MULE, INC.		12/12/2023	Corporation: CONNECTICUT
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: 4			
Property Type	Number	Word Mark	
Registration Number:	5705428	'MERICAN MULE	
Registration Number:	5394666	"AMERICAN MULE," "EST. MMXV," "IN THE US	
Registration Number:	5944311	FUEL THE MULE	
Registration Number:	6616538	FIRE MULE	
CORRESPONDENCE DATA			
Fax Number:	7036493788		
<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:	17036493230		
Email:	jhk@techmark.com		
Correspondent Name:	Jeffrey H. Kaufman		
Address Line 1:	1934 Old Gallows Rd., Third Fl.		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Jeffrey H. Kaufman		
SIGNATURE:	/Jeffrey H. Kaufman/		
DATE SIGNED:	01/08/2024		
Total Attachments: 5			
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source=Trademark_Assignment_Agreement_-_Merican_Mule_Marks_-_Dec_2023.docx#page2.tif			
source=Trademark_Assignment_Agreement_-_Merican_Mule_Marks_-_Dec_2023.docx#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of December 12, 2023 ("**Effective Date**") is made by and between '**MERICAN MULE, INC.**, a corporation with a present mailing address of 149 Water Street, Suite 301, Norwalk, Connecticut 06854 ("**Seller**") and **MATT BREWING CO., INC.**, a New York corporation with a present mailing address of 811 Edward Street, Utica, New York 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 December 12, 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**");

(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.

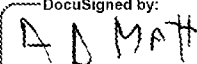
6. Governing Law; Effect of Assignment. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 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.


'MERICAN MULE, INC. - Seller

DocuSigned by:

By: _____
74C5A491C34F45F...
Dean Mahoney, Founder/CEO

MATT BREWING CO., INC. - Buyer

DocuSigned by:

By: _____
7E4B688D43B74BF...
Alfred D. Matt, President/CEO

TRADEMARK SCHEDULE

Mark	Serial Number	Registration Number	Class(es) and Goods
'MERICAN MULE (word mark)	86836099	5705428	Class 33: Alcoholic beverages except beers
 (stylized design)	87442465	5394666	Class 33: Alcoholic beverages except beers, all made in the United States
FUEL THE MULE (word mark)	88574876	5944311	Class 33: Alcoholic beverages except beers; Distilled Spirits; Distilled spirits; Prepared alcoholic cocktail
FIRE MULE (word mark)	90184734	6616538	Class 33: Alcoholic beverages, except beer; distilled spirits

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Matt Brewing Co., Inc.

Reg. Nos.: see Attachment

Issued: see Attachment

Marks: see Attachment

SUBSTITUTE POWER OF ATTORNEY

Honorable Commissioner of Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Dear Commissioner:

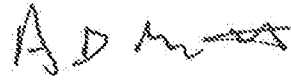
The undersigned hereby appoints Jeffrey H. Kaufman, of the law firm of TechMark Greenstein Law, P.C., as its attorneys with full power of substitution and revocation and to transact all business in the U.S. Patent and Trademark Office, in connection with the trademark applications and registrations listed on the Attachment hereto.

The undersigned hereby revokes all prior Powers of Attorney in connection with the listed applications/registrations.

Please address all correspondence to **Jeffrey H. Kaufman** at TechMark Greenstein Law, P.C., 1934 Old Gallows Road, Third Floor, Vienna, Virginia 22182; email: JHK@TechMark.com

Matt Brewing Co., Inc.

Signature:



Name:

Alfred Matt

Title/Position:


CEO/President

Date:

December 21, 2023

JHK/klk

Attachment

<i>Mark</i>	<i>Serial Number</i>	<i>Registration Number</i>
'MERICAN MULE	86836099	5705428
	87442465	5394666
FUEL THE MULE	88574876	5944311
FIRE MULE	90184734	6616538