

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachusett Brewing Company, Inc.		01/19/2024	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FinestKind Brewing, LLC		
Street Address:	105 Towle Farm Rd.		
City:	Hampton		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03842		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6530863	CAN DRINK MORE	
Registration Number:	6102786	FIFTY TREES	
Registration Number:	6547683	FROSTY DAY IPA	
Registration Number:	6530805	MASSIVE HAZE	
Registration Number:	6544276	RAREST OF THE RARE	
Registration Number:	7022226	WACHUSETT BREWING CO.	
Registration Number:	7022225	WACHUSETT BREWING COMPANY	
Registration Number:	6473226	WOO-STAH	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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:	6036256464		
Email:	catherine.yao@mclane.com		
Correspondent Name:	Catherine Yao		
Address Line 1:	P.O. Box 326		
Address Line 2:	900 ELM STREET		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105		
NAME OF SUBMITTER:	Catherine S. Yao		

OP \$215.00 6530863

SIGNATURE:	/Catherine S. Yao/
DATE SIGNED:	01/22/2024
Total Attachments: 7 source=WBC Confirmatory IP Assignment (Fully Executed)#page1.tif source=WBC Confirmatory IP Assignment (Fully Executed)#page2.tif source=WBC Confirmatory IP Assignment (Fully Executed)#page3.tif source=WBC Confirmatory IP Assignment (Fully Executed)#page4.tif source=WBC Confirmatory IP Assignment (Fully Executed)#page5.tif source=WBC Confirmatory IP Assignment (Fully Executed)#page6.tif source=WBC Confirmatory IP Assignment (Fully Executed)#page7.tif	

CONFIRMATORY IP ASSIGNMENT AGREEMENT

This CONFIRMATORY IP ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of January 19, 2024 is made by Wachusett Brewing Company, Inc., a Massachusetts corporation (hereinafter, “Assignor”), in favor of FinestKind Brewing, LLC, a New Hampshire limited liability company (hereinafter, “Assignee”).

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated as of January [-], 2024 (the “Asset Purchase Agreement”), Assignor has conveyed, transferred, and assigned to Assignee, among other things, all Intellectual Property Rights owned and used primarily in connection with the Business, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other entities or agencies, as appropriate, in any applicable jurisdictions. Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Asset Purchase Agreement

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree 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 all of the Company Intellectual Property Assets, including without limitation (the “Assigned IP”):

(i) Assignor’s business names, trade names, logos, brands, trade dress, trademarks, and service marks, and other similar indicia of source or origin, including all variations and derivations of any of the foregoing, whether registered or unregistered, and all issuances, extensions and renewals thereof, owned or used by, or registered in the name of, Assignor, in the conduct of or with respect the Business, including without limitation, as set forth in the attached Schedule A, together with the goodwill of the business connected with the use of, and symbolized by, the same;

(ii) Assignor’s inventions (whether patentable or unpatentable, registered or unregistered), including without limitation, all of Assignor’s patents and patent applications (and patents that issue on such patent applications), issuances, divisions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, reissues, extensions, reexaminations, renewals, and registrations of any item in any of the foregoing; Assignor’s foreign patents, patent applications, and counterparts related to any item in any of Assignor’s patents or the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, owned or used by, or held in the name of, Assignor, in the conduct of or with respect the Business;

(iii) Assignor's copyrights and works of authorship, whether or not copyrightable, owned or used by, or registered in the name of, Assignor, in the conduct of or with respect to the Business, whether registered or unregistered, including without limitation, all of Assignor's copyright registrations and applications for registration and exclusive copyright licenses and all issuances, extensions and renewals thereof;

(iv) any of Assignor's other intellectual or industrial property and related proprietary rights not included in Sections 1(a)(i) – (iii) above related to the Business, including, but not limited to, trade secrets, product designs and specifications, methods, techniques, manufacturing processes, recipes, formulae, improvements, databases, websites and webpages, domain names, social media accounts, user names, and handles, engineering materials, research and development, market studies and related materials, operating systems, applications, computer software and programs (including all source code and object code related thereto), application programming interfaces, technology, rights of publicity, business methods, know-how, and confidential information;

(v) 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;

(vi) 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

(vii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 not the 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 and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 IP to Assignee, or any assignee or successor thereto

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 IP. 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.

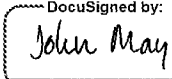
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Severability. If the scope of any provision contained in this IP Assignment is too broad to permit enforcement to its full extent, then the provision shall be enforced to the maximum extent permitted by law and the Parties hereby consent and agree that such scope may be judicially modified in any proceeding with respect to the enforcement of such provision. If any provision of this IP Assignment is construed to be illegal, invalid, or otherwise or unenforceable as applied to any circumstance, the legality or validity of any other provision will not be affected thereby, and any illegal, invalid or unenforceable provision of this IP Assignment shall be severable and the remainder of this IP Assignment shall be interpreted so as best to effect the intent of the Parties.

Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR

Wachusett Brewing Company, Inc.

DocuSigned by:
By: 
A589F71E4D824C8...
Name: John May
Title: Vice President


SCHEDULE A

Trademark Registrations:

TITLE, MARK, OR DESIGN	MA #	USPTO #	REGISTRATION DATE
ALOHA-HA	85975	N/A	5/29/2018
BELLA CZECH PILS	80526	N/A	3/17/2015
BREW YARD	84891	N/A	10/16/2017
C.D.M. CAN DRINK MORE	90140	N/A	3/3/2021
CAN DRINK MORE	N/A	Reg no. 6530863	10/19/2021
COUNTRY ALE	65624	N/A	4/11/2005
COUNTRY HARD SELTZER	88598	N/A	12/23/2019
COUNTRY PALE ALE	80481	N/A	3/10/2015
CRAFT COCKTAIL COMPANY	81321	N/A	9/16/2015
CRAFT COCKTAIL COMPANY BAY BREEZE	80929	N/A	6/9/2015
CRAFT COCKTAIL COMPANY CAPE CODDER	80926	N/A	6/9/2015
CRAFT COCKTAIL COMPANY HARD LEMONADE	80930	N/A	6/9/2015
CRAFT COCKTAIL COMPANY SEA BREEZE	80928	N/A	6/9/2015
FAST EDDIE'S COUNTRY ROOT BEER	85041	N/A	11/20/2017
FERGAL	85386	N/A	2/9/2018
FIFTY TREES	N/A	Reg no. 6102786	7/14/2020
FIFTY TREES HARD CIDER	86445	N/A	10/1/2018
FOG IPA	83178	N/A	10/17/2016
FROSTY DAY IPA	N/A	Reg. no. 6547683	11/2/2021
FROSTY DAYS	90033	N/A	2/4/2021
GAHDEN PARTY LAGER	87518	N/A	5/3/2019
HARDCRAFTED ROOT BEER	81322	N/A	9/16/2015
LARRY	91393	N/A	3/24/2022
LARRY IMPERIAL IPA	80591	N/A	3/30/2015
LARRY TRIPLE DOUBLE	80565	N/A	3/23/2015
MARK IS TEXT " SUMMER BREEZE" WHEAT ALE	65674	N/A	4/22/2005
MASS SOUL	84581	N/A	8/8/2017
MASSIVE HAZE	90034	N/A	2/4/2021

MASSIVE HAZE	N/A	Reg. no. 6530805	10/19/2021
MOUNTAIN MARY	84971	N/A	10/30/2017
RACE POINT GINGER BEER	85042	N/A	11/20/2017
RAREST OF THE RARE	89884	N/A	12/28/2020
RAREST OF THE RARE	N/A	Reg. no. 6544276	11/2/2021
SCRATCH COCKTAILS	84879	N/A	10/12/2017
SIR VEZA	87664	N/A	5/28/2019
SIR WALTER	85337	N/A	1/31/2018
STICK FIGURE COCOANUT IPA	87517	N/A	5/3/2019
WACHUSETT	50422	N/A	12/12/1994
WACHUSETT BREW YARD	84892	N/A	10/16/2017
WACHUSETT BREWIN	79079	N/A	5/5/2014
WACHUSETT BREWING CO.	N/A	Reg. no. 7022226	4/11/2023
WACHUSETT BREWING COMPANY	N/A	Reg. no. 7022225	4/11/2023
WACHUSETT CITY OF CHAMPIONS	80572	N/A	3/24/2015
WACHUSETT GLORY	88475	N/A	11/25/2019
WACHUSETT NEW ENGLAND LAGER	81713	N/A	12/10/2015
WILLY DILLY IPA	85105	N/A	12/7/2017
WOO-STAH	90136	N/A	3/2/2021
WOO-STAH	N/A	Reg. no. 6473226	8/31/2021

Common Law Marks:

Mark

COUNTRY PALE ALE
WALLY
WALLY JUICE
MASSIVE HAZE

GREEN MONSTA
QUINN'S AMBER ALE
WACHUSETT BREWING COMPANY BLUEBERRY ALE
WACHUSETT BREWING COMPANY SUMMER
WACHUSETT BREWING COMPANY IPA MIX PACK
WACHUSETT BREWING COMPANY BLOOD ORANGE
WACHUSETT BREWING COMPANY OCTOBERFEST
WACHUSETT BREWING COMPANY WINTER ALE
WACHUSETT BREWING COMPANY PUMPKIN