

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI60391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flying Fish Brewing Company, LLC		02/28/2024	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	Guilford Brewing, LLC		
Street Address:	1611 Guilford Avenue		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2571547	FLYING FISH BREWING CO.	
Registration Number:	5645212	ONSHORE LAGER	
Registration Number:	6844305	HAZY BONES	
Registration Number:	5853334	SALT AND SEA	
Registration Number:	2058080	FLYING FISH BREWING CO.	
Registration Number:	5645213	OUTSIDE IPA	
Registration Number:	5232612	HOPFISH	
Registration Number:	5338035	DAYLIGHT SAVINGS IPA	
Serial Number:	97523684	UNTOLD RICHES	
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:	2403088032		
Email:	bkaider@kaiderlaw.com		
Correspondent Name:	Brian D. Kaider		
Address Line 1:	24230 Kings Valley Road		
Address Line 4:	Damascus, MARYLAND 20872-2221		
ATTORNEY DOCKET NUMBER:	00536		

OP \$240.00.00 78037016

NAME OF SUBMITTER:	Brian Kaider
SIGNATURE:	Brian Kaider
DATE SIGNED:	02/29/2024
Total Attachments: 4 source=TrademarkAssignment#page1.tif source=TrademarkAssignment#page2.tif source=TrademarkAssignment#page3.tif source=TrademarkAssignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is made and entered into as of February 15, 2024 (the “**Effective Date**”) by and between Flying Fish Brewing Company, L.L.C. with a principal place of business at 18 Olney Avenue, Cherry Hill, NJ 08003 (“**Assignor**”) and Guilford Brewing, LLC, a Maryland limited liability company with a principal place of business at 1611 Guilford Avenue, Baltimore, MD 21202 (“**Assignee**”). Each of the parties identified above may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

WHEREAS, Assignor is the owner of all right, title, and interest in the federally registered trademarks identified in Exhibit 1, as well as all common-law trademarks used by Assignor since its formation (the “**Trademarks**”);

WHEREAS, by virtue of the DEBTOR’S REPORT OF CONCLUDED AUCTION SALE OF SUBSTANTIALLY ALL OF THE DEBTOR’S ASSETS PURSUANT TO THE COURT’S BIDDING AND SALE ORDER DATED FEBRUARY 8, 2024 and the February 15, 2024 ORDER APPROVING SALE OF SUBSTANTIALLY ALL OF DEBTOR’S ASSETS signed by the Honorable Jerrold N. Poslusny, Jr. of the U.S. Bankruptcy Court, District of New Jersey (Case No. 23-21917-JNP), all intellectual property, including trademarks, owned by Assignor were sold and title transferred to Assignee;

WHEREAS, Assignor now desires to assign, and Assignee desires to accept, all right, title, and interest in the Trademarks along with the good will of the business in which the mark(s) is/are used;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. ASSIGNMENT

1. Assignor, through this Agreement, assigns to Assignee all of the Assignor’s right, title, and interest in: (a) the Trademarks; (b) all the usual rights granted to the owner of a trademark under state or federal law, (c) any registrations, applications for registration, renewals, and/or extensions for any Trademark; (d) any income, royalties, or damages due to the Assignor in regard to each Trademark, including damages for past or future infringements and misappropriations for each Trademark; and (e) the right to sue for past, present, and future infringements and misappropriations for each Trademark; along with the good will of the business in which the mark is used.

2. Any necessary recordation of this Agreement with the U.S. Patent and Trademark Office, along with any and all associated fees for said recordation will be the responsibility of Assignee.

II. DOCUMENTATION

1. Assignor will, at Assignee’s request, provide all documentation relating to the Trademark(s) for the Assignee’s record-keeping needs, assertion of rights, or for any other use. Assignor will

likewise sign any additional agreements or complete any other lawful action reasonably necessary for a successful filing of the Assignment with the United States Patent and Trademark Office.

III. GOVERNING LAW / VENUE

1. This Agreement will be construed and governed in accordance with the laws of the State of Maryland. The Parties hereby agree and consent to personal jurisdiction and venue in the federal and state courts of Maryland and the local courts of the City of Baltimore, Maryland.

IV. ADDITIONAL TERMS AND CONDITIONS

1. This Agreement contains the entire agreement between the Parties on the subject matter thereof. No modification or amendment to this Agreement will be effective unless in writing and signed by all Parties.

2. If any portion of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

3. This Agreement may be executed in counterparts, each of which will be deemed to be part of the original. Further, this Agreement may be executed by electronic means and will carry the same force and effect as if signed by hand.

4. Assignor and Assignee each represent and warrant that each person executing this Assignment on behalf of a Party is duly authorized to execute and deliver this Assignment on behalf of that Party.


IN WITNESS WHEREOF:

ASSIGNOR:

By: Scott Brickel

Title: Chief Financial Officer

Flying Fish Brewing Company, LLC

Signature: 
Scott Brickel (Feb 28, 2024 22:06 MST)

ASSIGNEE:

By: Jared Fischer

Title: President

Guilford Brewing, LLC

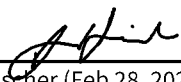
Signature: 
Jared Fischer (Feb 28, 2024 17:22 EST)

Exhibit 1

Federal Trademark Registrations

- Reg. No. 2,571,547 FLYING FISH BREWING CO.
- Reg. No. 5,645,212 ONSHORE LAGER
- Reg. No. 6,844,305 HAZY BONES
- Reg. No. 5,853,334 SALT AND SEA
- Reg. No. 2,058,080 FLYING FISH BREWING CO.
- Reg. No. 5,645,213 OUTSIDE IPA
- Reg. No. 5,232,612 HOPFISH
- Reg. No. 5,338,035 DAYLIGHT SAVINGS IPA

Federal Trademark Applications

- Ser. No. 97523684 UNTOLD RICHES









Trademark Assignment

Final Audit Report

2024-02-29

Created:	2024-02-28
By:	Brian Kaider (bkaider@kaiderlaw.com)
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-  Document created by Brian Kaider (bkaider@kaiderlaw.com)
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