

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM154526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brewpub Jerky, LLC		08/29/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	PEN LLC		
Street Address:	121 Jalyn Drive		
City:	New Holland		
State/Country:	PENNSYLVANIA		
Postal Code:	17557		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97356352	CARNIVORE STICKS	
Serial Number:	97976169	CARNIVORE STICKS	
Serial Number:	88352176	BREWPUB JERKY	
Serial Number:	90032335	BEEF JERKY FOR BEER DRINKERS	
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:	6106851600		
Email:	uspto@smithbukowski.com,jgoldschmidt@smithbukowski.com		
Correspondent Name:	Mr. John W. Goldschmidt Jr.		
Address Line 1:	1050 Spring Street		
Address Line 2:	Suite 1		
Address Line 4:	Wyomissing, PENNSYLVANIA 19610		
ATTORNEY DOCKET NUMBER:	SB-PE-BJ-1000		
NAME OF SUBMITTER:	John Goldschmidt		
SIGNATURE:	John Goldschmidt		
DATE SIGNED:	02/29/2024		
Total Attachments: 8			

OP \$115.00.00 97356352

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**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and deemed effective as of this 29th day of August, 2023, by and between **BREW PUB JERKY, LLC**, a Pennsylvania limited liability company having a mailing address of 169 Tuthill Road, Waymart, Pennsylvania 18472 (hereinafter "BREW PUB"), and **PEN LLC**, a Pennsylvania limited liability company having a mailing address of 121 Jalyn Drive, New Holland, Pennsylvania 17557 (hereinafter "PEN"). Capitalized terms not specifically defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement effective August 29th, 2023 that was entered into by and between the parties hereto (the "Asset Purchase Agreement").

BACKGROUND

A. As set forth in a certain Asset Purchase Agreement by and between BREWPUB and PEN dated the same date as this Assignment, PEN has purchased from BREWPUB, and BREWPUB has sold and transferred to PEN certain Assets constituting and relating to the Business (as those terms are defined in the Asset Purchase Agreement).

B. Pursuant to the Asset Purchase Agreement, BREWPUB has agreed to assign to the PEN all of its right, title and interest in, and to execute this Assignment of, all: (i) copyrights; (ii) trademarks, service marks, and registrations and applications for registration thereof (including the goodwill associated with each trademark and service mark as well as that portion of BREWPUB's business to which each trademark and service mark identified hereunder pertains); (iii) tradenames; (iv) Internet Domains; (v) websites and website designs; (vi) images, illustrations and designs; (vii) product formulas, formulations, and recipes; (viii) trade secrets and confidential information; and (ix) all other intangible and intellectual property assets, used on or in connection with the Business, and all rights associated therewith, including, but not limited to, those listed on Exhibit "A" attached hereto and made a part of this Assignment as well as all Intellectual Property described or identified in the Asset Purchase Agreement (collectively the "Intellectual Property").

C. BREWPUB now wishes to convey and assign all of its rights, obligations, title and interest in and to the Intellectual Property, and PEN wishes to acquire and assume all such rights, obligations, title and interest to the Intellectual Property, pursuant to the terms and conditions of this Assignment and the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

1. **Assignment.** BREWPUB hereby conveys, transfers and assigns to PEN any and all right, title and interest of BREWPUB in and to the Intellectual Property, including without limitation: (i) all related common-law rights and all goodwill connected with and/or symbolized by the Intellectual Property (including the goodwill associated with each trademark and service mark as well as that portion of BREWPUB's business to which each trademark and service mark identified hereunder pertains); and (ii) all causes of action associated with the Intellectual Property, including but not limited to, any and all right to sue and recover (for the sole use and benefit of the PEN and its successors, assigns, licensees/franchisees or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation of any ownership rights in said Intellectual Property or any other damages associated therewith. PEN is to hold all right, title and interest in and to the Intellectual Property as fully and exclusively as it would have been held and enjoyed by BREWPUB had the assignment in Section 1 of this Assignment not been made.

2. **Acknowledgment.** BREWPUB agrees and acknowledges that: (i) BREWPUB will not challenge, contest or otherwise attempt to affect PEN's rights to use, register or otherwise perfect the rights in, maintain and enforce the Intellectual Property in any manner; and (ii) PEN may "bootstrap" or otherwise claim all dates of first use and other common law rights that BREWPUB ever had with respect to the Intellectual Property.

3. **Authorization.** BREWPUB agrees to further execute any documents reasonably necessary to effectuate this Assignment or to confirm PEN's ownership of the Intellectual Property.

4. **Further Assurances.** Each party shall, from time to time and at all times hereafter, upon the request of the other parties hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment and/or the Asset Purchase Agreement. Without limiting the foregoing, BREWPUB agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Intellectual Property to PEN.

5. **Entire Agreement.** This Assignment, the Asset Purchase Agreement and Bill of Sale (including all schedules and exhibits to such documents) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

6. **Successors and Assigns.** This Assignment shall be binding upon each party and its respective successors and assigns.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

8. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Assignment may be executed and delivered by facsimile or other electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Assignment this 29th day of August, 2023, and this Assignment is deemed to be effective as of August 29th, 2023.

PEN LLC

By: Debbie Erdman

Debbie Erdman

BREW PUB JERKY, LLC

By: Zachary J. Bateman

Zachary J. Bateman
Member

**EXHIBIT "A" TO THE
INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**



Issued United States Trademark Registrations

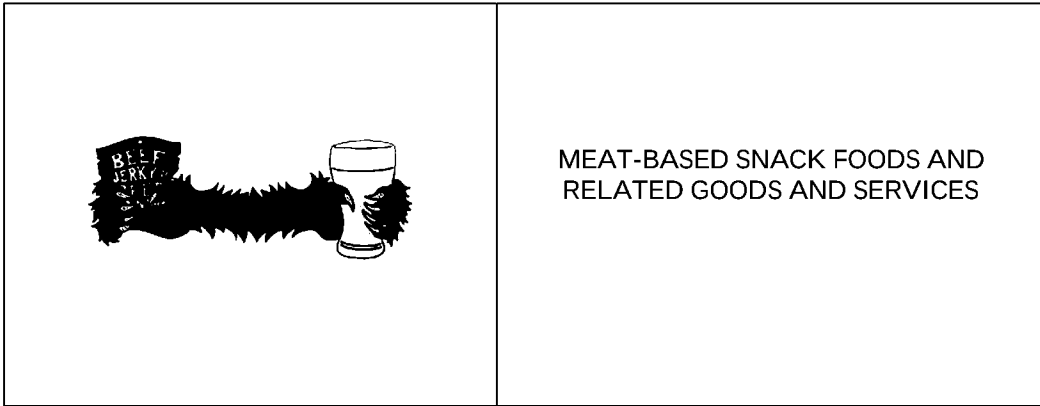
Mark	Registration No.	Registration Date	Application No.	Application Date	Goods/Services
BREW PUB JERKY	5,823,772 (Supplemental Register)	July 30, 2019	88/352,176	March 22, 2019	BEEF JERKY
BEEF JERKY FOR BEER DRINKERS	6,230,538 (Supplemental Register)	December 22, 2020	90/032,335	July 2, 2020	BEEF JERKY

Pending United States Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	Goods/Services
CARNIVORE STICKS	97/356,352	April 11, 2022	MEAT-BASED SNACK FOODS in International Class 29
CARNIVORE STICKS	97/976,169	April 11, 2022	HATS; SHIRTS in International Class 25

Unregistered Trademarks

<u>Mark</u>	Goods/Services
 <p>BREW PUB JERKY</p>	MEAT-BASED SNACK FOODS AND RELATED GOODS AND SERVICES
<p>BEER DRINKIN' CARNIVORE</p>	MEAT-BASED SNACK FOODS AND RELATED GOODS AND SERVICES
 <p>BEER DRINKIN' CARNIVORE</p>	MEAT-BASED SNACK FOODS AND RELATED GOODS AND SERVICES



<u>Domain Names</u>
BrewpubJerky.com
CarnivoreSticks.com
BrewpubJerkey.com
TaphouseJerky.com
TaproomJerky.com
BeefJerkyForBeerDrinkers.com
KarnivoreStix.com

All other tangible, intangible and Intellectual Property rights and assets used on or in connection with the Business, or on or in connection with any of the foregoing Assets.