

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																
CONVEYING PARTY DATA																	
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CORRESPONDENCE DATA																	
Fax Number: (619)752-2224 Phone: 619-787-3694 Email: candace@craftbeerattorney.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: Candace L. Moon Address Line 1: 8450 Sleepy Way Address Line 4: El Cajon, CALIFORNIA 92021																	
NAME OF SUBMITTER:	Candace L. Moon																
Signature:	/clm/																
Date:	02/02/2012																
Total Attachments: 2 source=Evil Twin TM Assign signed#page1.tif source=Evil Twin TM Assign signed#page2.tif																	

OP \$40.00 85240507

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Jamil Zainasheff ("Assignor") and Heretic Brewing Company ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: "Evil Twin" standard character mark, Federal Serial #85240507 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In exchange for the assignment set forth in Section 1, Assignor shall give Assignee good and valuable consideration.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable

attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

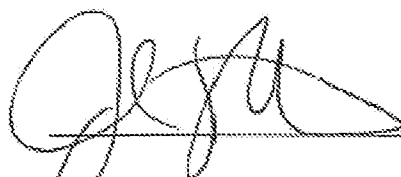
6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

ASSIGNEE

  
\_\_\_\_\_  
Jamil Zainasheff

1/17/2012  
\_\_\_\_\_  
Date

ASSIGNOR

  
\_\_\_\_\_  
PRESIDENT  
Jamil Zainasheff  
Heretic Brewing Company

1/17/2012  
\_\_\_\_\_  
Date