900257484 06/10/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Jamil Zainasheff		06/07/2013	INDIVIDUAL: UNITED STATES	

RECEIVING PARTY DATA

Name:	Heretic Brewing Company	
Street Address:	6617 Capwell Way	
City:	Elk Grove	
State/Country:	CALIFORNIA	
Postal Code:	95757	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4106514	BE A HERETIC
Registration Number:	4110103	EVIL TWIN
Registration Number:	4071703	HERETIC BREWING COMPANY
Registration Number:	4272690	RELEASE YOUR INNER HERETIC
Serial Number:	85150225	I AM A HERETIC.

CORRESPONDENCE DATA

Fax Number: 6197522224

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 619-749-4115

Email: candace@craftbeerattorney.com

Correspondent Name: Candace L. Moon Address Line 1: 8450 Sleepy Way

Address Line 4: El Cajon, CALIFORNIA 92021

NAME OF SUBMITTER: Candace L. Moon

TRADEMARK

REEL: 005044 FRAME: 0209

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Signature:	/clm/
Date:	06/10/2013
Total Attachments: 3 source=Trademark Agreement#page1.tif source=Trademark Agreement#page2.tif source=Trademark Agreement#page3.tif	

TRADEMARK
REEL: 005044 FRAME: 0210

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Jamil Zainasheff, an Individual with an address of 9630 Bruceville Road, Ste. 106 #301, Elk Grove, CA 95757 ("Assignor") and Heretic Brewing Company, Inc, a California corporation with an address of 6617 Capwell Way, Elk Grove, CA 95757 ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks identified on Exhibit A (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks 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 Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
- 2. Consideration. Assignor shall give Assignee good and valuable consideration for assignment.
- 3. Representations and Warranties. Assignor represents and warrants to Assignce:
- (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 Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses:
- (d) The Trademarks do 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 Trademarks;
- (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.

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TRADEMARK ASSIGNMENT

- 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

pamil Zainasheff, President

Heretic Brewing Company

ASSIGNOR

Iamil Zainasheff

TRADEMARK ASSIGNMENT

Exhibit A

	USPTO		
Trademark	Serial #	Reg#	
Be A Heretic	85166744	4106514	
Evil Twin	85240507	4110103	
Heretic Brewing Company	85150222	4071703	
I am a Heretic	85150225		
Release your inner heretic	85152258	4272690	

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RECORDED: 06/10/2013