

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duvel Moortgat		12/31/2014	CORPORATION: BELGIUM
RECEIVING PARTY DATA			
Name:	Duvel Asset Company		
Street Address:	Am Hock 2		
City:	Weiswampach		
State/Country:	LUXEMBOURG		
Postal Code:	9991		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3281714	LUCIFER	
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:	+32 475 427 430		
Email:	christophe.dupont@duvelassetcompany.lu		
Correspondent Name:	Christophe DUPONT		
Address Line 1:	Am Hock 2		
Address Line 4:	Weiswampach, LUXEMBOURG 9991		
NAME OF SUBMITTER:	Christophe C. Dupont		
SIGNATURE:	/Christophe Dupont/		
DATE SIGNED:	01/12/2015		
Total Attachments: 9			
source=Assignment agreement#page1.tif			
source=Assignment agreement#page2.tif			
source=Assignment agreement#page3.tif			
source=Assignment agreement#page4.tif			
source=Assignment agreement#page5.tif			
source=Assignment agreement#page6.tif			

OP \$40.00 3281714

source=Assignment agreement#page7.tif
source=Assignment agreement#page8.tif
source=Assignment agreement#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This trade mark assignment agreement ("**Agreement**") is entered into on 31st of December 2014 ("**Effective Date**") between:

- (1) **DUVEL MOORTGAT NV**, with registered office at Breendonkdorp 58, 2870 Puurs, registered with the Crossroad Bank for Enterprises under No. 0400.764.903, duly represented by Lema NV, represented by Michel Moortgat, Managing Director ("**Assignor**");
- (2) **DUVEL ASSET COMPANY S. à r.l.**, a limited liability company organised and existing under the laws of Luxembourg, with registered office at Am Hock 2, L-9991 Weiswampach (Luxembourg) registered with the RCS under No. B 176 160, duly represented by its managers Michel Moortgat and Seraf De Smedt ("**Assignee**"),

the Assignor and the Assignee being jointly referred to as the "**Parties**" or individually as a "**Party**";

Whereas

- (A) The Assignee is a wholly-owned subsidiary of the Assignor. Both the Assignor as the Assignee hold a large portfolio of trademarks related to beer products.
- (B) The Assignor is considering to implement a more rational and coordinated trademark management structure, by integrating (parts of) trademark portfolios into a single dedicated legal entity within the Duvel Moortgat group.
- (C) In that framework, the Assignee wishes to acquire from the Assignor and the Assignor wishes to transfer and assign to the Assignee part of its trademark portfolio, in accordance with the terms of this agreement.

This Agreement witnesses as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, except to the extent that the context requires otherwise:

"**Agreement**" means this trade mark assignment agreement concluded between the Parties.

"**Assignment**" has the meaning given to it under Clause 2.1 of this Agreement.

"**Business**" means the business of producing and commercializing high-quality specialty beers and related activities.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for business in Belgium.

"**Dispute**" means any dispute or difference of any nature arising under, out of, in connection with or in relation (in any manner whatsoever) to this Agreement including (i) any dispute or difference concerning the initial or continuing existence of this Agreement or any provision thereof or as to whether this Agreement or any provision thereof is invalid, illegal or unenforceable (whether initially or

otherwise) or (ii) any dispute or claim which is ancillary or connected, in each case in any manner whatsoever.

"Effective Date" means the date as of which this Agreement shall be effective, as set out on the first page hereof.

"Marks" means the trade mark application(s) and/or registration(s) identified in the Schedule hereto.

"Party" means a party to this Agreement and including its successors in title, permitted assigns and permitted transferees.

"Person" means any natural person or legal entity that can sue and be sued.

"Products" means, in relation to the Marks, the (classes of) products identified in the Schedule hereto.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them).

"Territory" means, in relation to the Marks, those countries and/or territories identified in the Schedule hereto.

1.2 Interpretation

In this Agreement, except to the extent that the context requires otherwise:

- 1.2.1 references to this Agreement include its Schedule and any other annexes;
- 1.2.2 references in the singular shall include references in the plural and vice versa;
- 1.2.3 headings shall be ignored in construing this Agreement;
- 1.2.4 in computing any period of time under this Agreement the day of the act, event or default from which such period begins to run shall be included;
- 1.2.5 the language which governs the interpretation of this Agreement is the English language. All notices to be given by any party and any dispute resolution proceedings, shall be in the English language;
- 1.2.6 a reference to "writing" or "written" includes a means of reproducing words in a tangible and permanently visible form; and
- 1.2.7 the words "include" and "including" are to be construed without limitation.

2 Assignment

- 2.1 In consideration for a total amount of EUR 72.017,5 (excl. VAT), corresponding to the total value of the different marks mentioned in the schedule, the Assignor hereby assigns as from the Effective Date all rights, title and interest in the Marks, together with all rights of action arising or accrued in relation to any of the above including, without limitation, the right to take proceedings and to seek and cover damages and seek other remedies for past infringements (**"Assignment"**) to the Assignee.

The consideration shall be paid by the Assignee by wire transfer of immediately available funds to the bank account indicated by the Assignor, immediately upon receipt of the invoice as per the Effective Date.

- 2.2 The Assignor warrants that it has all rights and powers to enter into this Agreement and that all Fees required to maintain any registration of the Marks are paid and up-to-date as at the Effective Date. The Assignor warrants that it is the owner of the Marks. To the Assignor's best knowledge, none of the Marks, nor the use of any of them in the Territory infringes the right of any third party. All other warranties, express and/or implied in relation to the Marks are hereby excluded.
- 2.3 Any registration of this Agreement or of the Assignment shall occur at the initiative and at the cost of the Assignee, and the Assignor hereby appoints the Assignee, to be its attorney for the purpose of such registration before the relevant trade mark office(s) and other competent authorities. Upon request of the Assignee, the Assignor shall assist the Assignee and do all acts reasonably necessary to carry out any such registration that would not be covered by the above power-of-attorney, provided that the Assignee shall compensate the Assignor's costs and expenses in doing so.

3 Indemnity

- 3.1 The Assignee shall indemnify the Assignor against any costs, expenses, losses or damages suffered by or payable by the Assignor arising out of the Assignee's activities in relation to and use of the Marks as of the Effective Date, including those arising out of defects (whether obvious or hidden) in any products bearing either of the Marks manufactured, promoted, distributed or sold by the Assignee or arising from personal injury or any infringement of any rights of the Assignor or of any third party by the manufacture, sale, possession or use of the Marks by the Assignee or the Assignee's failure to comply with any applicable laws and regulations.
- 3.2 Where any sum paid by the Assignee under Clause 3.1 of this Agreement is treated as taxable in the hands of the Assignor, the Assignee shall also pay to the Assignor such sum and shall reimburse the Assignor for all Tax suffered by it in respect of the payment.

4 Confidentiality

- 4.1 The existence, subject matter and contents of this Agreement, as well as all information received by one Party from another Party in the framework of this Agreement, are confidential. Subject to Clause 4.2, each Party is prohibited from disclosing all or any part of this Agreement, or even its existence, or any information received by such Party from another Party in the framework of this Agreement, at any time.
- 4.2 Clause 4.1 shall not prohibit disclosure or use of any information if and to the extent that:

- 4.2.1 the disclosure or use is necessary in order to allow any Party to comply with any legal requirement to make any announcement or to provide information to any public authority, provided, however, that such Party shall consult with the other Party insofar as is reasonably practicable before complying with such legal requirement;

- 4.2.2 the disclosure or use is required for the purposes of any judicial or arbitration proceedings arising out of or in connection with this Agreement;
 - 4.2.3 the disclosure is made to professional advisers of any Party on condition that such professional advisers undertake to comply with the provisions of Clause 4.1 in respect of such information as if they were a party to this Agreement;
 - 4.2.4 the information is or becomes publicly available (other than as a result of any breach of this Agreement);
 - 4.2.5 the information becomes available to the Party bound by this Clause from a source which is not bound by any obligation of confidentiality in relation to such information (as can be demonstrated by such Party's written records and other reasonable evidence); or
 - 4.2.6 the other Party has given prior written approval to the disclosure or use.
- 4.3 The Parties shall take all necessary actions to ensure that no accidental or unauthorised disclosure of the existence or contents of this Agreement occurs.

5 Force Majeure

The obligations of each Party under this Agreement shall be suspended during the period in which and to the extent that such Party is prevented from complying with them by any cause beyond its reasonable control including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental direction, accident, break-down of plant or machinery, fire, flood or storm.

6 Whole Agreement / Non-reliance

This Agreement supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement and contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract.

Each Party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it. So far as permitted by law and except in the case of fraud.

Each Party agrees and acknowledges that its only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement, to the exclusion of all other rights and remedies (including those in tort or arising under statute).

7 Severance

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part in any jurisdiction, under any enactment or rule of law, such provision or part shall to that extent, in such jurisdiction, be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

8 Variation/Waiver

8.1 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

8.2 No delay or forbearance by either Party in exercising any right or remedy arising under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy.

9 Notices

9.1 Any notice given under this Agreement shall be in writing and may be delivered to the relevant Party or sent by recorded delivery to the registered address or to such other address as may be notified by that Party for this purpose, and shall be effective notwithstanding any change of address not notified. Notice may not be given under this Agreement by e-mail.

9.2 Unless proved otherwise, a notice shall be deemed to have been given, if sent by letter, forty-eight (48) hours after the date of posting, and if delivered during the hours of 9.00 a.m. to 6.00 p.m., when left at the relevant address or transmitted (as applicable), and otherwise on the next Business Day.

10 Governing law

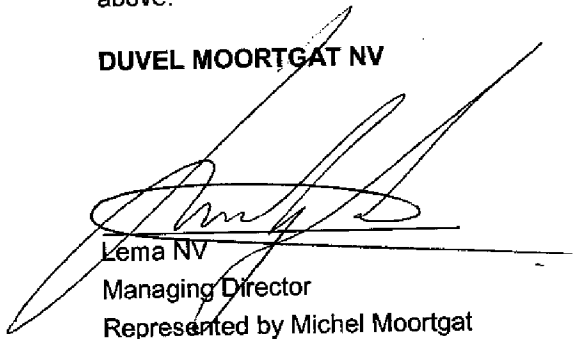
This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Belgian law.

11 Jurisdiction

The courts of Mechelen have exclusive jurisdiction to settle any Dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement).

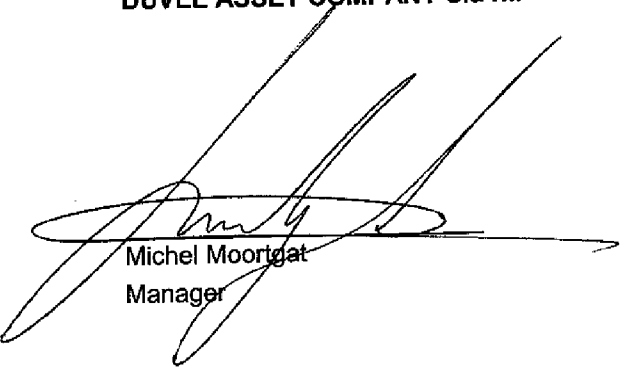
In witness whereof the parties have executed this Agreement in two (2) originals on the date stated above.

DUVEL MOORTGAT NV



Lema NV
Managing Director
Represented by Michel Moortgat

DUVEL ASSET COMPANY S.à r.l.



Michel Moortgat
Manager
















Seraf De Smedt
Manager

Schedule – Trademarks

Country	Registration No	Trademark	Picture	Status	Classes	Value
Benelux	796026	ABDIS		Registered	29, 32, 33	1 €
Benelux	878493	BELGISCH BIER+ BIÈRES BELGES À LA CARTE		Registered	32, 35, 43	1 €
European Community	8951162	BELGIAN BEER + BIÈRES BELGES À LA CARTE		Registered	32, 35, 43	
France	103722698	BIÈRES BELGES + BELGISCH BIER À LA CARTE		Registered	32, 35, 43	
Benelux	525003	DENTERGEMS		Registered	29, 32, 33	1 €
International	600593	DENTERGEMS		Registered	29, 32, 33	
Benelux	562314	GLÜHBIER		Registered	32, 33	1 €
International	795069	GLÜHBIER		Registered	32, 33	
Benelux	558339	GLÜHKRIEK		Registered	32, 33	1 €
Canada	TMA857626	GLÜHKRIEK		Registered		
International	795212	GLÜHKRIEK		Registered	32, 33	
Benelux	551724	HOPSINJOOR		Registered	32	1 €
Benelux	592205	JAN VAN GENT		Registered	32	1 €
International	667071	JAN VAN GENT		Registered	32	

7

Country	Registration No	Trademark	Picture	Status	Classes	Value
Benelux	391051	LUCIFER		Registered	32	72.000 €
Canada	TMA701559	LUCIFER		Registered		
International	1203663	LUCIFER		Registered	32	
United States	3281714	LUCIFER		Registered	32	
Benelux	544581	LUCIFER		Registered	16, 21, 32	
International	623026	LUCIFER		Registered	16, 21, 32	
Benelux	755944	LUCIFER		Registered	32	
Benelux	944869	MADAME ROSE		Registered	21, 32, 33	1 €
International	351849	RIVA		Registered	16, 32, 33	1 €
Benelux	543608	RIVA BLANCHE		Registered	16, 21, 32	
International	622745	RIVA BLANCHE		Registered	16, 21, 32	
Benelux	40235	SANCTUS		Registered	32	1 €
International	575972	SANCTUS		Registered	32	
International	632922	ST. ARNOLDUS		Registered	32	1 €

Country	Registration No	Trademark	Picture	Status	Classes	Value
Benelux	465790	STEENDONK		Registered	32, 33	0,5 € ¹
International	547905	STEENDONK		Registered	32, 33	
Benelux	473551	STEENDONK		Registered	16, 20, 32	
Benelux	569901	STEENDONK BRABANTS WITBIER BIÈRE BLANCHE DU BRABANT		Registered	16, 32, 33	
International	646300	STEENDONK BRABANTS WITBIER BIÈRE BLANCHE DU BRABANT		Registered	16, 32, 33	
Benelux	733746	VONDEL		Registered	32	
International	475635	VONDEL		Registered	32	
Benelux	40234	WONDER ALE		Registered	32	1 €
Benelux	350062	WONDERBIER		Registered	05, 32	1 €
Benelux	359325	WONDERLIGHT		Registered	05, 32	1 €
Benelux	765870	CHASSE ROYALE		Registered	30, 32, 43	1 €
European Community	47639	ENJOY Bell's CAFE		Registered	21, 32, 42	1 €
European Community	47613	THE "BELL"GIUM BISTRO		Registered	21, 32, 42	

¹ Mark co-owned by Palm Breweries. The listed value corresponds to half the value of the mark.