

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFBC, Inc. DBA Green Flash Brewing Co.		10/15/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silva Libations LLC		
Street Address:	2037 Golden Circle Drive		
City:	Escondido		
State/Country:	CALIFORNIA		
Postal Code:	92026		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4421911	SILVA STOUT	
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:	866-290-5553		
Email:	candace@craftbeerattorney.com		
Correspondent Name:	Candace L. Moon		
Address Line 1:	5095 MURPHY CANYON ROAD		
Address Line 2:	Suite 240		
Address Line 4:	SAN DIEGO, CALIFORNIA 92123		
NAME OF SUBMITTER:	Candace L. Moon, Esq.		
SIGNATURE:	/clm/		
DATE SIGNED:	10/15/2015		
Total Attachments: 4			
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OP \$40.00 4421911

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 14th day of October, 2015 (the "Effective Date") by and between GFBC, Inc., doing business as Green Flash Brewing Co., a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 6550 Mira Mesa Boulevard, San Diego, California, 92121 ("Assignor") and Silva Libations, a limited liability company duly organized and existing under the laws of the State of California and having its principal place of business at 2037 Golden Circle Drive, Escondido, California, 92026 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title, and interest in and to U.S. Trademark Registration No. 4,421,911 for SILVA STOUT in International Class 32 for "beer" as listed in attached Exhibit A (the "Mark"); and

B. WHEREAS Assignor desires to assign all such right, title, and interest in and to the Mark to Assignee and Assignee desires to acquire all of Assignor's right, title, and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title, and interest in and to the Mark;
- (ii) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or Bylaws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns.

6. Miscellaneous.

(i) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties.

(ii) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any such court.

(iii) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(iv) If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR
Signed: _____
Name: Steve Goodger
Title: CFO
Date: 10/14/15

ASSIGNEE
Signed: Charles B. Silva
Name: Charles B. Silva
Title: Co-Founder
Date: 10/14/15

Exhibit A

United States of America
United States Patent and Trademark Office

Silva Stout

Reg. No. 4,421,911

Registered Oct. 22, 2013

Int. Cl.: 32

TRADEMARK

PRINCIPAL REGISTER

GFBC, INC. (CALIFORNIA CORPORATION), DEER GREEN FLASH BREWING CO.
6550 MIRA MESA BLVD.
SAN DIEGO, CA 92121

FOR: BEER, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).

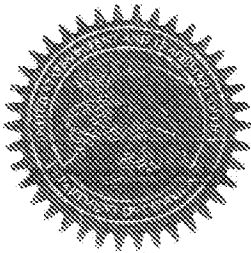
FIRST USE 10-5-2010; IN COMMERCE 12-9-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "STOUT", APART FROM THE MARK AS SHOWN.

SER. NO. 88-882,744, FILED 3-21-2013.

ANDREW LEASER, EXAMINING ATTORNEY



Silva Stout

Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, GFBC, Inc., doing business as Green Flash Brewing Co., a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 6550 Mira Mesa Boulevard, San Diego, California, 92121 ("Assignor") owns all the right, title, and interest in and to U.S. Trademark Registration No. 4,421,911 for SILVA STOUT in International Class 32 for "beer" (the "Mark"); and

WHEREAS, Silva Libations, a limited liability company duly organized and existing under the laws of the State of California and having its principal place of business at 2037 Golden Circle Drive, Escondido, California, 92026 ("Assignee"), desires to acquire all right, title, and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title, and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

GFBC, Inc., doing business as Green Flash Brewing Co.

Date: 10/14/15

Signed: _____
Name: Steve Goodger
Title: CFO