

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM403340

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dogfish Head Marketing LLC		08/08/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	New Province Brewing Company, LLC		
Street Address:	1310 W Hudson Rd		
City:	Rogers		
State/Country:	ARKANSAS		
Postal Code:	72756		
Entity Type:	Limited Liability Company: UNITED STATES Arkansas DM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4433788	PROVINCE ALE	
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:	479-531-3233		
Email:	derek@newprovincebrewing.com		
Correspondent Name:	Derek McEnroe		
Address Line 1:	1605 SW ROSEDALE AVE		
Address Line 4:	BENTONVILLE, ARKANSAS 72712		
NAME OF SUBMITTER:	Derek McEnroe		
SIGNATURE:	/Derek McEnroe/		
DATE SIGNED:	10/26/2016		
Total Attachments: 3			
source=Assignment of PROVINCE ALE to New Province Brewing EXECUTED 8.15.2016#page1.tif			
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OP: \$40.00 4433788

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective the 8th day of August, 2016 (the "Effective Date") and entered into by and between DOGFISH HEAD MARKETING LLC, a Delaware limited liability company with a principal place of business at #6 Cannery Village Center, Milton, Delaware 19968 ("Dogfish" or "Assignor") and NEW PROVINCE BREWING COMPANY, LLC, an Arkansas limited liability company with a principal place of business at 1310 W. Hudson Road, Rogers, Arkansas 72756 ("New Province" or "Assignee").

RECITALS

- A. Assignor owns all right, title, and interest to the trademark PROVINCE ALE in connection with "beer" and the rights conveyed by U.S. Trademark Registration No. 4,433,788 (the "Mark").
- B. Assignee sought to register the stylized mark NEW PROVINCE BREWING CO ESTD 2014 as shown in U.S. Trademark Application No. 86/879,065 (the "Application"). Assignee's Application was refused registration based on Dogfish's Mark.
- C. The parties have mutually agreed to transfer ownership of Dogfish's Mark to Assignee in exchange for payment of \$5,000 to Dogfish.

NOW, THEREFORE, for five thousand dollars (\$5,000.00) paid by Assignee to Dogfish within ten (10) days of the Effective Date, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably and exclusively conveys, transfers, assigns and delivers to Assignee all of its right, title, and interest in the Mark, including the rights conferred by U.S. Trademark Registration No. 4,433,788. Such rights include all common law rights, all of Assignor's goodwill of the business connected with the use of and symbolized by the Marks, any and all claims and relief for past, present, and future infringement, and the right to register the Mark with the United States Patent and Trademark Office ("USPTO"). Assignee agrees that it shall not record this Agreement with the USPTO, but shall instead record the short-form assignment attached hereto as Exhibit A.
2. Limited License Back. Assignee hereby grants to Dogfish a limited, nonexclusive, sublicensable, royalty-free right to use the Mark for limited release pub and tasting room beers for sale and distribution at Dogfish's bricks and mortar restaurants, brewpubs and tasting room. For the purpose of clarity, Dogfish shall not be permitted to can, bottle, keg, or otherwise distribute any beers bearing the Mark except as provided herein.
3. Restrictions on Use of Assignor's Names. Assignee may not refer to Assignor by name in any printed marketing or promotional materials or product packaging, including but not limited to any merchandise or point of sale materials.
4. Assignor's Obligations. Assignor agrees that it will execute and deliver any other documents and authorizations and take other actions that may be necessary for transferring to Assignee all right, title, and interest in and to the Mark.
5. Assurances. Assignor represents that it has the right to grant this assignment of the Mark to Assignee, and have not granted and will not grant any assignments, licenses, or other rights to the Mark to any third parties.
6. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall be considered to be the same agreement. A signed copy of this Agreement delivered by e-mail or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement shall be binding on and benefit the parties and their successors and assigns. This Agreement and any claim relating to this Agreement shall be governed and interpreted in accordance with Delaware law, without giving effect to any choice or conflict of law rules.

Exhibit A

Assignment from Dogfish Head Marketing, LLC

WHEREAS, Dogfish Head Marketing, LLC ("Dogfish"), is the owner of record of the trademark PROVINCE ALE in connection with "beer" and U.S. trademark registration 4,433,788, together with the goodwill associated with the mark (the "Mark"); and

WHEREAS, New Province Brewing Company, LLC ("New Province"), an Arkansas limited liability company wishes to acquire all rights, title and interest to the Mark pursuant to a Trademark Assignment Agreement between the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dogfish hereby irrevocably and exclusively conveys, transfers, assigns and delivers to New Province all of its right, title, and interest in the Mark. Such rights include all common law rights, all of Dogfish's goodwill of the business connected with the use of and symbolized by the Mark and registration, any and all claims and relief for past, present, and future infringement, and the right to register the Mark with the United States Patent and Trademark Office ("USPTO"), effective August 8, 2016.

DOG FISH HEAD MARKETING, LLC.

By: Shauna Barnes
Name: Shauna Barnes
Title: GC

NEW PROVINCE BREWING COMPANY, LLC

By: Derek McEnroe
Name: Derek McEnroe
Title: Owner

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

DOGFISH HEAD MARKETING, LLC

By: Shauna Barnes

Name: Shauna Barnes

Title: GC

NEW PROVINCE BREWING COMPANY, LLC

By: Deck McEnroe

Name: Deck McEnroe

Title: owner