

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circus Procession LLC		10/11/2016	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Coppercraft Distillery, LLC		
Street Address:	201 Monroe Avenue, N.W., Suite 500		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86822590	COPPERCRAFT DISTILLERY	
Serial Number:	86822602	COPPERCRAFT DISTILLERY	
Serial Number:	86822614		
CORRESPONDENCE DATA			
Fax Number:	3134817340		
<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:	313-481-7300		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Matthew W. Bower		
Address Line 1:	160 W. Fort Street, 5th Floor		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Matthew W. Bower		
SIGNATURE:	/Matthew W. Bower/		
DATE SIGNED:	04/10/2017		
Total Attachments: 5			
source=Windquest Coppercraft Assignment#page1.tif			
source=Windquest Coppercraft Assignment#page2.tif			
source=Windquest Coppercraft Assignment#page3.tif			

CH \$90.00 86822590

source=Windquest Coppercraft Assignment#page4.tif

source=Windquest Coppercraft Assignment#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made on October 11, 2016 by Circus Procession LLC, a Michigan limited liability company, whose address is 184 120th Avenue, Holland, Michigan 49424 ("Assignor"), in favor of Coppercraft Distillery, LLC, a Michigan limited liability company, whose address is 201 Monroe Avenue, N.W., Suite 500, Grand Rapids, Michigan 49503 ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated December 22, 2015, between Assignor (as Seller) and Assignee (as Buyer) (the "Asset Purchase Agreement").

Under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Proprietary Rights of Assignor (as defined in the Asset Purchase Agreement), including without limitation certain trademarks of Assignor, and has agreed to execute and deliver this Assignment, for recording with the US Patent and Trademark Office.

The parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Assets"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon

request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Assets are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Signatures; Counterparts. This Assignment may be executed by facsimile or other electronic signature by any party and such signature will be deemed to be binding for all purposes hereof, without delivery of an original signature being thereafter required. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

5. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. Choice of Law. This Assignment shall be interpreted and construed in accordance with the laws of the State of Michigan, without giving effect to principles of conflicts of laws or principles that might refer the governance or construction of this Assignment to the law of another jurisdiction.

[Signature Page to Follow.]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written..

ASSIGNOR:

CIRCUS PROCESSION LLC

By: _____
Its: Member

ACCEPTED AND AGREED:

COPPERCRAFT DISTILLERY, LLC

(f/k/a "CC Acquisitions, LLC")

By: Windquest, Group, Inc. Manager

By: _____
Greg McNelly, COO

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

CIRCUS PROCESSION LLC


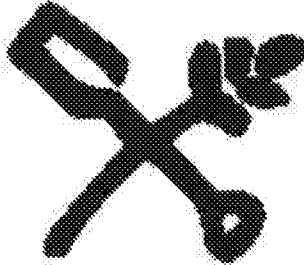
By: 
Walter D. Catton III, Member

ACCEPTED AND AGREED:

COPPERCRAFT DISTILLERY, LLC
(f/k/a "CC Acquisitions, LLC")
By: Windquest, Group, Inc., Manager

By: _____
Greg McNeilly, COO

Schedule A

U.S. Serial Number	Mark	Image
86/822,590	COPPERCRAFT DISTILLERY	
86/822,602	COPPERCRAFT DISTILLERY (and Design)	
86/822,614	(Design Only)	

10691010_1.docx