

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Youkilis		06/01/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kevin Youkilis		
Street Address:	130G North Santa Cruz Avenue		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95030		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5402047	LOMA	
Registration Number:	5277676	GREEK GOD OF HOPS	
CORRESPONDENCE DATA			
Fax Number:	4159864001		
<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:	4159864000		
Email:	reconomidis@gelawgroup.com		
Correspondent Name:	Roberta Economidis		
Address Line 1:	235 Montgomery Street		
Address Line 2:	Suite 600		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Alexander Volchegursky		
SIGNATURE:	/Alex Volchegursky/		
DATE SIGNED:	08/07/2018		
Total Attachments: 6			
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MEMBERSHIP INTEREST TRANSFER

AND ASSIGNMENT AGREEMENT

This MEMBERSHIP INTEREST TRANSFER AND ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of June 4, 2017 (the "Effective Date") by and between Scott Youkilis, an individual (the "Assignor"), Kevin Youkilis, an individual (the "Assignee"), and The Cedarview Group, LLC (the "Company").

RECITALS:

A. The Assignor is an owner of a 29% Common Membership Interest (the "Interest") of the "Company."

B. The Assignor desires to assign and transfer the Interest to the Assignee, and the Assignee desires to accept the transfer and assignment of the Interest.

C. Any and all capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to them in the Company's First Amended and Restated Operating Agreement, dated May 26, 2016 (the "Operating Agreement").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

AGREEMENTS:

SECTION 1. ASSIGNMENT AND PAYMENT

1.1. *Assignment.* The Assignor hereby transfers and assigns to the Assignee all of his right to, and title in, the Interest (the "Assignment") as of the Effective Date. Upon execution of this Agreement, the Company shall amend Exhibit A to the Operating Agreement, to show revised membership in the Company. Said Assignment shall include all of the rights subsumed in the Interest, including, without limitation, the right to a share of the capital and profits of the Company, as well as the right to participate in the management of the Company and vote on any Company matters on which a Member vote is required.

1.2. *Purchase Price and Escrow.* The total purchase price of the Interest shall be One Thousand Dollars (\$1,000.00), payable to the Assignor by the Assignee on the Effective Date by way of cash, check or wire transfer to be designated in writing by the Assignor.

1.3. *Waiver of Transfer Restrictions; Transfer.* Pursuant to Section 8.2 of the Operating Agreement, the consent of the existing Members to the Assignment is not required, since this is a transfer among existing Members. Accordingly, the Assignee, who is the Manager of the Company may, and hereby does, consent to the Assignment.

SECTION 2. ASSIGNMENT OF INTELLECTUAL PROPERTY

The Assignee hereby transfers and assigns to the Assignee all of his right to, and interest and title in, the intellectual property used by the Company in connection with the operation of its brewery operations, including, without limitation, the tradename "Loma Brewing Company," any and all variants thereof, all attendant trade dress and logos, any other tradenames, as well as any and all know-how, processes, recipes, menus, algorithms and formulas used in connection with the Company's brewery operations (the "Intellectual Property"). Upon execution of this Agreement, the Assignee shall own no further right to, or interest or title in, the Intellectual Property.

SECTION 3. REPRESENTATIONS AND WARRANTIES

3.1. *Assignee's Representations and Warranties.* The Assignee represents and warrants to the Assignor that the Assignee is acquiring the Interest for investment and not with a view to distribution. The Assignee further represents and warrants to the Assignor that the Assignee understands that the: (a) the Interest has not been registered under the Securities Act of 1933, as amended (the "Act"), or applicable state securities laws in reliance upon an exemption from registration, (b) the Interest must be held indefinitely, unless it is later registered under the Act and applicable state securities laws or unless an exemption from registration is otherwise available, and (c) the Company has no obligation to register the Interest. The Assignee agrees that the Interest will not be offered, sold, transferred, pledged, or otherwise disposed of without registration under the Act and applicable state securities laws.

3.2. *Assignor's Representations and Warranties.* The Assignor hereby represents and warrants to the Assignee that (i) the Assignor is the rightful and sole owner of all title to, and interest in, the Interest, (ii) the Interest is free and clear of any encumbrances, including, without limitation, any security interest, pledge, mortgage, lien, charge, judgment, adverse claim, preferential arrangement, or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, (iii) no person or entity other than the Assignor owns, or has any interest, directly or indirectly, in the Interest, (iv) the Assignor has not assigned or transferred any interest, or granted any lien or encumbrance on the Interest, to any third party, (v) except for the Operating Agreement, the Assignor is not a party to any agreement, whether written or oral, creating ownership or voting rights in respect of the Interest, and (vi) there are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the Interest, nor are there any securities outstanding convertible into the Interest.

3.3. *Survival of Representations and Warranties.* All warranties and representations made in this Agreement will survive the closing of the transfer of the Interest.

SECTION 4. RELEASE

4.1. *Mutual Release.* Except for and subject to the terms, covenants, and obligations described in this Agreement, as of the Effective Date, the Assignor, on the one hand, and the Company and the Assignee on the other hand, on behalf of themselves, and their respective heirs, executors, officers, directors, employees, investors, shareholders, administrators, predecessor and successor corporations, and assigns, hereby fully and forever release the others, and their respective heirs, executors, officers, directors, managers, employees, contractors, investors, members, administrators, affiliates, subsidiaries, predecessor and successor corporations, and assigns, of and from any claim, duty, obligation or cause of action relating to any matters of any

kind, whether presently known or unknown, suspected or unsuspected, that he or she may possess, including, without limitation, (a) any and all claims relating to or arising from the Assignor's ownership of the Interest; and (b) any and all claims relating to, or arising from, the Company's business operations prior to the Effective Date. The Company, the Assignee, and the Assignor agree that the release set forth in this Section shall be and remain in effect in all respects as a complete general release as to the matters released.

4.2. *Waive of Civil Code Section.* The parties hereto represent that they are not aware of any claim by either of them other than the claims that are released by this Agreement. The parties acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The parties, being aware of said Code section, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

SECTION 5. NON-DISPARAGEMENT

The parties hereto, on behalf of themselves, and to the extent applicable, their officers, directors, members, managers, employees, contractors, agents, successors, and assigns agree not to make, either directly or indirectly, any derogatory or negative comments of any kind, either oral or written, about the other parties, to any third party person or organization, whether verbally, or in writing, and in any medium whatsoever.

SECTION 6. INDEMNIFICATION

The Assignee and the Company shall indemnify and hold the Assignor harmless against any and all claims, expenses, damages, judgments, fines, and settlements, and other amounts actually and reasonably incurred by the Company or the Assignee that relate to, or are in connection with, the management and operations of the Company occurring subsequent to the Effective Date, including, without limitation, Board of Equalization actions and penalties, Internal Revenue Service actions and penalties, Franchise Tax Board actions and penalties, Employment Development Department claims, labor claims, and vendor claims and demands for payment.

SECTION 7. CONFIDENTIAL INFORMATION

The Assignor agrees that he will not disclose, furnish or make available to any person any Confidential Information (as defined hereof) of the Company. As used in this Agreement, the term "Confidential Information" means any and all information disclosed to the Assignor or known by the Assignor relating to the business and affairs of the Company including, but not limited to, future or present business plans, strategic plans, acquisitions, vendor and supplier lists, marketing plans, business methods, recipes, sales forecasts, employee and contractor personnel information, other financial information, trade secrets or any information received from third parties subject to a duty on the part of the Company to maintain the confidentiality of such

information and to use it only for certain limited purposes. Confidential Information does not include information that: (a) was publicly known at the time of disclosure to the Assignor, (b) becomes publicly known or readily available other than by any means in violation of this Agreement, or (c) the Assignor can demonstrate has been independently developed by the Assignor after the date of this Agreement without reference to any Confidential Information. This covenant shall survive any termination or expiration of this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective officers, directors, shareholders, agents, employees, servants, predecessors, successors, assigns, affiliates, heirs, personal representatives, and all other persons, firms, companies, associates, or partnerships claiming through any of them or under their direction or control.

8.2. *Governing Law.* This Agreement and all questions relating to its validity, interpretation, performance, and inducement shall be governed by and construed, interpreted, and enforced in accordance with the substantive laws of the State of California (without reference to choice of law conflicts).

8.3. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

8.4. *Titles and Headings.* The titles, captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement.

8.5. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement.

8.6. *Severability.* If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

8.7. *Attorneys' Fees.* Should any proceedings or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all costs, expenses (including, but not limited to, expert fees) and reasonable attorneys' fees incurred in connection therewith.

8.8. *Facsimile Signatures.* This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by certified mail. The failure to deliver the original signature copy

and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representatives, and the Assignee and the Assignor have executed this Agreement, in each case as of the Effective Date.

ASSIGNOR:

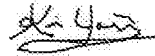
SCOTT YOUKILIS



[Signature]

ASSIGNEE:

KEVIN YOUKILIS




[Signature]

COMPANY:

THE CEDARVIEW GROUP, LLC

By: _____



Name: Kevin Youkilis
Title: Manager