# OP \$140.00 5189051

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM513674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intergalactic Brewing Company LP		02/27/2019	Limited Partnership:

## **RECEIVING PARTY DATA**

Name:	Alexander D Van Horne	
Street Address:	14252 Barrymore St.	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92129	
Entity Type:	INDIVIDUAL: UNITED STATES	

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	5189051	INTERGALACTIC BREWING COMPANY
Registration Number:	5211627	GALACTIC
Registration Number:	5057418	RED SHIRT
Registration Number:	5057419	TERRAN
Registration Number:	5049300	THE CAKE IS A LIE

## **CORRESPONDENCE DATA**

Fax Number:

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.

Email: pto@drummlaw.com

Correspondent Name: H. Michael Drumm, Esq.

Address Line 1: 14656 W. 56th Dr.

Address Line 4: Arvada, COLORADO 80002

NAME OF SUBMITTER:	Trent E. Rinebarger	
SIGNATURE:	/Trent E. Rinebarger/	
DATE SIGNED:	03/11/2019	

**Total Attachments: 3** 

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# TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of the 27th day of February, 2019 by Intergalactic Brewing Company LP, a California limited partnership with its principal place of business at 14252 Barrymore Street, San Diego, CA 92129 ("Assignor") and Alexander D. Van Horne, an individual residing in the State of California ("Assignee").

### RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the registrations listed on <u>Exhibit A</u>, attached together and incorporated herein, together with the goodwill associated therewith (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all rights, title and interests of Assignor in the Trademarks, including the goodwill associated therewith.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the Parties agree as follows:

- 1. <u>Grant</u>. Effective as of the date first written above, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.
- 2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.
- 3. <u>Further Assurances</u>. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.
- 4. <u>Recording of Assignment</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to

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Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment is effective as of the day and year first written above.

# **ASSIGNOR:**

INTERGALACTIC BREWING COMPANY LP, A California limited partnership

By: MylytV-H-

Name: Alexander D. Van Horne

Title: Managing Partner

ASSIGNEE:

ALEXANDER D. VAN HORNE,

An individual

# Exhibit A

Registered Mark	Registration No.
INTERGALACTIC BREWING COMPANY	5,189,051
GALACTIC	5,211,627
RED SHIRT	5,057,418
TERRAN	5,057,419
THE CAKE IS A LIE	5,049,300

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**RECORDED: 03/11/2019** 

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