

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602520

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900549135		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laurelwood Restaurants Inc.	FORMERLY Laurelwood Public House and Brewery	09/24/2019	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Ninkasi Holding Company, Inc.		
Street Address:	155 Blair Blvd		
City:	Eugene		
State/Country:	OREGON		
Postal Code:	97402		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5198821	LAURELWOOD BREWING CO.	
CORRESPONDENCE DATA			
Fax Number:	5414842282		
<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:	541 484 2277		
Email:	jyates@wrlaw.com		
Correspondent Name:	Jane M Yates		
Address Line 1:	1203 Willamette Street		
Address Line 2:	Suite 200		
Address Line 4:	Eugene, OREGON 97401		
NAME OF SUBMITTER:	JANE M YATES		
SIGNATURE:	/JANE M YATES/		
DATE SIGNED:	10/12/2020		
Total Attachments: 6			
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ASSIGNMENT AGREEMENT

AMONG: Ninkasi Holding Company, Inc.,
an Oregon corporation (Buyer)

AND: Laurelwood Restaurants Inc.,
an Oregon corporation;
dba Laurelwood Brewing Co. and
Laurelwood Public House and Brewery (Seller)

EFFECTIVE DATE: September 24, 2019

RECITALS

WHEREAS, pursuant to that certain Intellectual Property Sale Agreement (the "IP Agreement") dated effective September 24, 2019, Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase from Seller, the Intellectual Property including the Laurelwood Brewing Co.™ registered with the United States Patent and Trademark Office as Registration Number 5198821. Capitalized terms not otherwise defined in this Assignment Agreement (the "Agreement"), as used in this Agreement, will have the respective meanings set forth in the IP Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Assignment and Assumption. On the effective date Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of its right, title and interest in and under the Intellectual Property (collectively, the "Assignment"). Buyer hereby accepts the Assignment.

2. Power of Attorney. Without limiting any provisions hereof, Seller hereby irrevocably appoints Buyer as its attorney in fact, with full power of substitution, having full right and authority, in the name of Seller or otherwise, and for the benefit and at the expense of Buyer to: (a) exercise all rights and powers of Seller in respect of the Intellectual Property; and (b) otherwise do all acts and things in relation to the Intellectual Property as Buyer deems advisable. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it or by its subsequent dissolution or in any other manner or for any other reason.

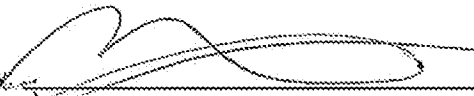
3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g.,

www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the date first written above.

BUYER:

Ninkasi Holding Company, Inc.

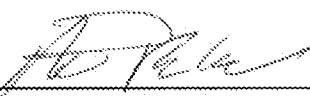
By 
Nikos Ridge, President

Dated: 10-30-19

Address: PO Box 11203
Eugene, OR 97440

SELLER:

**Laurelwood Restaurants Inc.
dba Laurelwood Brewing Co. and
Laurelwood Public House and Brewery**

By 
Michael De Kalb, Secretary

Dated: 10/31/19

Address: 5115 NE Sandy Blvd.
Portland, OR 97231

INTELLECTUAL PROPERTY SALE AGREEMENT

AMONG: Ninkasi Holding Company, Inc.,
an Oregon corporation **(Buyer)**

AND: Laurelwood Restaurants, Inc.,
an Oregon corporation
doing business as Laurelwood Brewing Co. **(Seller)**

AND: Michael De Kalb and Cathy Woo-De Kalb **(Shareholders)**

EFFECTIVE DATE: September 25, 2019

RECITALS

A. Seller operates certain tap room and brewpub locations, and manufactures certain malt beverage products using the assumed business name “Laurelwood Brewing Co.” and other associated intellectual property with particular products.

B. Buyer desires to acquire substantially all of the Intellectual Property of Seller related to the manufacture and sale of Beer (as defined below) at wholesale; and Seller desires to retain the Pub Experience Assets (as defined below). By a separate License and Royalty Agreement (the “**License Agreement**”) to be effective as of the Closing (as defined below), Buyer will license to Seller the right to use certain Intellectual Property in association with the continuing operation of tap room and brewpub locations, including for the limited production of Beer in accordance with the terms and conditions of the License Agreement.

C. The parties have agreed to the following terms.

AGREEMENT

1. Definitions. The terms below have the following meanings:

1.1. “**Beer**” means beer and other malt beverage products that Seller has or does manufacture, or has or had manufactured for or on behalf of Seller.

1.2. “**Contract Rights**” means written contracts (other than customary purchase order and invoice terms) pursuant to which Seller has either (a) an ongoing right or obligation to purchase ingredients for the manufacture of Beer; or (b) contracts and working arrangements creating an ongoing right or obligation to sell Beer at wholesale.

1.3. “**Intellectual Property**” means any tradename, design, slogan, logo or logotype, trademark, copyright, trade secret, other proprietary rights and intangible property of Seller, Recipes, Specifications, Webpages and Social Media, associated goodwill, and all other similar items owned by Seller that are related to any Beer or any test brews or product development

undertaken or requested by Seller for Beer, other than the Pub Experience Assets described below. A non-inclusive list of the Intellectual Property is attached as **Exhibit A**.

1.4. “Inventory” means all Beer in packages and in kegs that has been manufactured by Ninkasi, is owned by Laurelwood, and as of the Closing is stored in Seller’s bonded premises located at SnoTemp Cold Storage in Eugene, Oregon, and has a remaining “good by” code date of at least 45 days after Closing.

1.5. “Knowledge” as used throughout this Agreement, means, when referring to the ‘knowledge’ of Shareholders, the actual knowledge of any shareholder of Seller; when referring to the ‘knowledge’ of the Seller, the actual knowledge of the Shareholders, and the knowledge that each such person would reasonably be expected to obtain in the ordinary course of diligently performing his or her customary duties for Seller.

1.6. “Material” means, when used in connection with the representations and warranties set forth in Sections 7.1 through 7.12, a fact or circumstance which would be associated with materially adverse effect on the business, results of operations, financial position, assets or prospects of Seller in connection with the Intellectual Property, the cost or value of which exceeds \$10,000.

1.7. “Permits” means approvals, authorizations, consents, licenses, permits, and other registrations of any federal, state, or local agency, required or appropriate for the use of Intellectual Property and the manufacture or sale of Beer.

1.8. “Pub Experience Assets” means those assets used in connection with the operation of Seller’s current and future tap room and brewpub locations, including Seller’s contract rights as licensor of the retail pub concept at the Portland International Airport (PDX) (which is currently scheduled to wind-up by November 13, 2019), and including equipment and fixtures used to make Beer and produce and serve food and drinks, inventories of finished goods and supplies (but not including the Inventory), Permits for the operation of the tap room and brewpub locations, bank accounts, and telephone numbers.

1.9. “Recipes” means the recipes, formulae, and brewing methods for the Beer.

1.10. “Specifications” means, for each Beer, the manufacturing and packaging methods, specifications, sanitation standards, storage protocol, quality testing, know-how, formulae, and Recipes.

1.11. “Webpages and Social Media” means the following internet URL addresses and social media pages and accounts: the laurelwoodbrewpub.com URL, @LaurelwoodBeer on Twitter, @laurelwoodbrewingco on Instagram, the *Laurelwood Public House and Brewery* page on Facebook, and the *Laurelwood Brewery Co* channel on YouTube.

2. Sale of Intellectual Property and Inventory. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, all of the Intellectual Property and Inventory.

BUYER:

Ninkasi Holding Company, Inc.

DocuSigned by:
Nikos Ridge
By: _____
A5ED681821E2415
Nikos Ridge, President

Dated: 9/25/2019

Address: PO Box 11203
Eugene, OR 97440

SELLER:

Laurelwood Restaurants, Inc.

By: _____
Michael De Kalb, Secretary

Dated: _____

Address: 5115 NE Sandy Blvd.
Portland, OR 97231

SHAREHOLDERS:

Michael De Kalb

Dated: _____

Cathy Woo-De Kalb

Dated: _____

BUYER:

Ninkasi Holding Company, Inc.

By: _____
Nikos Ridge, President

Dated: _____

Address: PO Box 11203
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SELLER:

Laurelwood Restaurants, Inc.

By:  _____
Michael De Kalb, Secretary


Dated: 9/25/19 _____

Address: 5115 NE Sandy Blvd.
Portland, OR 97231

SHAREHOLDERS:

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Michael De Kalb

Dated: 9/25/19 _____

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Cathy Woo-De Kalb

Dated: 9-25-19 _____