

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tikkun Keshirim LLC		02/01/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Jeremy Cowan		
Street Address:	200 Broadway		
City:	Troy		
State/Country:	NEW YORK		
Postal Code:	12180		
Entity Type:	Individual: UNITED STATES		
Name:	Shmaltz Brewing Company LLC		
Street Address:	200 Broadway		
City:	Troy		
State/Country:	NEW YORK		
Postal Code:	12180		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4938978	EASY BLONDE	
Registration Number:	5211844	ALPHABET CITY BREWING COMPANY	
Registration Number:	4920669	518	
Registration Number:	5362520	838	
Registration Number:	5410187	VILLAGE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Michael Epstein		
Address Line 1:	Weil, Gotshal & Manges LLP		

CH \$140.00 4938978

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Michael Epstein -Personal

NAME OF SUBMITTER: Michael Epstein

SIGNATURE: /Michael Epstein/

DATE SIGNED: 06/20/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*Agreement*") is entered into as of February 1, 2023, by and among Jeremy Cowan, an individual, and Shmaltz Brewing Company LLC (together the "Assignees") and Tikkun Keshirim LLC (the "Assignor") and is effective as of February 1, 2023 (the "*Effective Date*"). This Agreement is being delivered under and pursuant to that certain Asset Purchase Agreement, dated as of August 9, 2022 by and between Assignor as Purchaser and Assignees as Sellers (the "*Asset Agreement*"). Capitalized terms used herein without definition shall have the meanings given them in the Asset Agreement.

1. Assignment

Assignor hereby assigns to the Assignees exclusively throughout the world in and to all of Assignor's right, title, and interest (choate or inchoate) in and to all trademark rights set forth on Exhibit A of this Trademark Assignment Agreement and goodwill in, incorporated or embodied in such trademarks (collectively, the "*Trademarks*") as well as any Intellectual Property directly and exclusively relating to the Trademarks. Assignor hereby acknowledges and agrees and confirms that the assignments set forth in this Section 1 are effective as of the Effective Date.

2. Consideration

The Parties agree that there has been good and valuable consideration supporting this Agreement, and that there was the inadvertent previous assignment of the Trademarks which is now being corrected.

3. Further Assurances

- (a) Assignor agree to assist Assignees in every legal way to evidence, record, and perfect the assignment set forth in Section 1 of this Agreement and to apply for and obtain recordation of, and from time to time enforce, maintain, and defend, such assigned rights. If the Assignees are unable for any reason whatsoever to secure the Assignor's signatures to any document it is entitled to under this Section 3(a), Assignor hereby irrevocably designates and appoints the Assignees and their duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, which designation and appointment is coupled with an interest, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. Assignor hereby undertakes not to challenge the ownership or right of the Assignees or their successors-in-interest and assigns in or to the Trademarks.

4. Miscellaneous

This Agreement is not assignable or transferable by Assignor without the prior written

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consent of the Assignees; any attempt to do so shall be void. The Assignees may assign this Agreement to any successor-in-interest or to any other assignee. This Agreement is the final and complete understanding of the parties with respect to the subject matter hereof and supersedes and merges all prior communications. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid, to the respective addresses of the parties as set forth in the Asset Agreement (or such other address as a party may designate by ten days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. No modification to this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of New York and the United States without regard to conflicts of law provisions thereof.

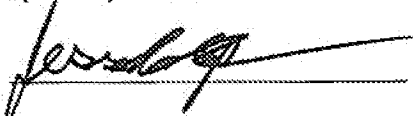
[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first indicated above.

TIKKUN KESHERIM, I.L.C. (the "Purchaser")

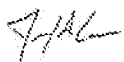
By: Jesse Epstein, President and CEO



JEREMY COWAN (the "Seller")

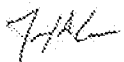
Jeremy Cowan

and



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SHMALTZ BREWING COMPANY, LLC
(the "Seller")



By: Jeremy Cowan, President

Exhibit A

- **No. 4938978: EASY BLONDE**
- **No. 5211844: ALPHABET CITY BREWING COMPANY**
- **No. 4920669: 518**
- **No. 5362520: 838**
- **No. 5410187: VILLAGE**