

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826511

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900786068 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Modern Grove Investors, LLC | | 08/30/2022 | Limited Liability Company: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | Dry Dock Enterprises, Inc. | | |
| Doing Business As: | DBA Dry Dock Brewing Co. | | |
| Street Address: | 15120 E. Hampden Ave. | | |
| City: | Aurora | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80014 | | |
| Entity Type: | Corporation: COLORADO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5313089 | DOCKTAILS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 619-787-3694 | | |
| Email: | candace@craftbeerattorney.com | | |
| Correspondent Name: | Candace L. Moon, Esq. | | |
| Address Line 1: | 4075 Park Blvd. Ste. 102-306 | | |
| Address Line 4: | San Diego, CALIFORNIA 92103 | | |
| NAME OF SUBMITTER: | Candace L Moon, Esq. | | |
| SIGNATURE: | /clm/ | | |
| DATE SIGNED: | 07/24/2023 | | |
| Total Attachments: 3 | | | |
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| source=Trademark_Assignment_Docktails - signed#page3.tif | | | |

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Modern Grove Investors, LLC, an Arizona limited liability company with a principal place of business at 450 N. McClintock Drive, Chandler, AZ 85226 ("Assignor") and Dry Dock Enterprises, Inc., a Colorado corporation with a principal place of business at 15120 E. Hampden Ave., Aurora, CO 80014 ("Assignee") as of August 30, 2022.

WHEREAS, Assignor is the owner of the actual trademark identified as follows:

DOCKTAILS

Standard character mark

Federal Registration # 5313089

(the "Trademark");

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Consideration. Assignor has given Assignee good and valuable consideration for assignment in the amount of \$3,100 which will be sent overnight to Assignor as of the receipt of this signed document.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

TRADEMARK ASSIGNMENT


6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including but not limited to any documents required to transfer ownership of the Trademark at the U.S. Patent and Trademark Office.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Colorado.

ASSIGNEE


Michelle Reding (Aug 30, 2022 15:52 MDT)

Michelle Reding
Dry Dock Enterprises, Inc.

ASSIGNOR


Miriam Hayenga (Aug 31, 2022 15:15 PDT)

Miriam Hayenga
Modern Grove Investors, LLC










Trademark_Assignment_Docktails

Final Audit Report

2022-08-31

| | |
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| Created: | 2022-08-30 |
| By: | Candace Moon (candace@craftbeerattorney.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIBMq4zaj-ZyUkl3mlEQ9LBf53y075V3j |

"Trademark_Assignment_Docktails" History

-  Document created by Candace Moon (candace@craftbeerattorney.com)
2022-08-30 - 11:23:41 PM GMT- IP address: 185.209.176.166
-  Document emailed to Michelle Reding (michelle@drydockbrewing.com) for signature
2022-08-30 - 11:24:12 PM GMT
-  Email viewed by Michelle Reding (michelle@drydockbrewing.com)
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-  Document e-signed by Michelle Reding (michelle@drydockbrewing.com)
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-  Email viewed by mrhayenga@gmail.com
2022-08-31 - 12:05:53 PM GMT- IP address: 66.249.84.69
-  Signer mrhayenga@gmail.com entered name at signing as Miriam Hayenga
2022-08-31 - 10:16:00 PM GMT- IP address: 70.176.23.148
-  Document e-signed by Miriam Hayenga (mrhayenga@gmail.com)
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-  Agreement completed.
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