

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABC IP, LLC		10/04/2023	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Hoptown Beer Bar Co.		
Street Address:	9431 BRADMORE LN STE 101		
City:	OOLTEWAH		
State/Country:	TENNESSEE		
Postal Code:	37363		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4323254	HOP TOWN	
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:	7037250817		
Email:	scortesi@wcglegal.com		
Correspondent Name:	Shane Cortesi		
Address Line 1:	3200 West End Ave, Suite 500		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Shane Cortesi		
SIGNATURE:	/Shane Cortesi/		
DATE SIGNED:	10/05/2023		
Total Attachments: 2			
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OP \$40.00 4323254

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Agreement"), effective as of the date of the last signature herein, is entered into between ABC IP, LLC, a Michigan limited liability company ("Assignor"), and Hoptown Beer Bar Co., a Tennessee corporation formerly known as formerly Heaven & Ale at Cambridge Square, Inc ("Assignee") (hereinafter referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. No. 4,323,254 for HOP TOWN (the "Registration") for the mark HOP TOWN (the "Mark");

WHEREAS, Assignee currently is using the Mark under a Trademark License Agreement dated August 12, 2020 (the "Trademark License Agreement");

WHEREAS, Assignor desires to assign its entire right, title and interest in the Mark, the Registration, and all associated goodwill to Assignee and Assignee desires to accept assignment of the same;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants expressed herein, the Parties agree as follows:

1.1 For \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, the entire right, title, and interest in and to the Mark, and the Registration, together with the good will symbolized by the Mark, and the right to sue and recover for past infringement. Assignee acknowledges and agrees that the rights, title, and interests being sold hereunder are being conveyed on an "as is," "where is" basis, and Assignor does and is not making any representations, warranties, or guarantees with respect to the Mark, the Registration, or any rights therein, whether express, implied, statutory, oral or in writing or otherwise, including, without limitation, any implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, or warranties arising from a course of dealing, usage, or trade practice, and the same are hereby expressly disclaimed to the maximum extent permitted by law.

1.2 The Trademark License Agreement is hereby terminated.

1.3 From and after the date of this Agreement, if Assignor notifies Assignee of its desire to brew a beer or other alcoholic beverage using the Mark, Assignee will grant Assignor a non-exclusive, non-transferable, royalty-free license to use the Mark solely in connection with the performance, marketing, promotion, advertisement, sale and operation of beer and brewery services, all at no cost to Assignor. When such license is granted, use of the Mark and the goodwill therein shall inure to the benefit and be the property of Assignee, and Assignor shall use the Mark only in connection with goods manufactured, distributed and sold by or for the Assignor in accordance with the specifications, directions and processes furnished to the Assignee and the quality of all goods sold under the Mark must be satisfactory to the Assignee. In order to assure that the development, manufacture, appearance, quality and distribution of the goods bearing the Mark are consonant with the Mark used to identify them, Assignee retains the right to require reasonable quality control measures, including without limitation, participating at each stage of development and manufacture of such goods and to approve or disprove of any

development, manufacture, appearance, quality and/or distribution, which approval shall not be unreasonably withheld, conditioned, or delayed.

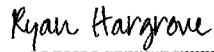
1.4 Each Party agrees to execute and deliver such additional documents, and to perform such acts, as are reasonably requested by the other Party to confirm, memorialize, effectuate or carry out the provisions of this Agreement. Assignee shall reimburse Assignor for Assignor's attorneys' fees incurred in connection with the negotiation of this Assignment in an amount not to exceed \$600.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names.

ABC IP, LLC

Hoptown Beer Bar Co.

By: 

DocuSigned by:
BY: 
DDE59BDCEA1447C...

Name: Michael Messink

Name: Ryan Hargrove

Title: Manager

Title: owner

Date: 10/4/23

Date: 10/5/2023