

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wadsworth Old Chicago, Inc.		06/01/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Old Chicago Taproom II LLC		
Street Address:	3011 Armory Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4738806	BEAT THE LEADER	
Registration Number:	5203934	CRAFT BEER AUTHORITY	
Registration Number:	5090839	EXPLORER SERIES	
Registration Number:	2013606	HALL OF FOAM	
Registration Number:	5002041	OC REWARDS	
Registration Number:	4718351	OH MY SPAGHETTI PIE	
Registration Number:	2107495	OLD CHICAGO	
Registration Number:	3127760	OLD CHICAGO	
Registration Number:	3227182	OLD CHICAGO	
Registration Number:	1190244	OLD CHICAGO	
Registration Number:	2066380	OLD CHICAGO	
Registration Number:	3138833	OLD CHICAGO 110 BREWS PASTA & PIZZA	
Registration Number:	1318691	OLD CHICAGO FRESH PASTA & PIZZA	
Registration Number:	4311920	OLD CHICAGO PIZZA & TAPROOM CRAFTED SINC	
Registration Number:	2931519	OLD CHICAGO WORLD BEER TOUR	
Registration Number:	2111577	PIZZA PALZ	
Registration Number:	5199063	TITAN TOOTHPICKS	
Serial Number:	88696795	WICKED ELF	
Registration Number:	3005859	WORLD BEER TOUR	

CH \$490.00 4738806

CORRESPONDENCE DATA**Fax Number:** 2027782201*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.***Phone:** 202-955-1500**Email:** TMDocketDC@HuntonAK.com**Correspondent Name:** Erik C. Kane - Hunton Andrews Kurth LLP**Address Line 1:** 2200 Pennsylvania Avenue, NW**Address Line 2:** Suite 900**Address Line 4:** Washington, D.C. 20037**ATTORNEY DOCKET NUMBER:** 076787.0000226**NAME OF SUBMITTER:** Erik C. Kane**SIGNATURE:** /Erik Kane/**DATE SIGNED:** 09/16/2020**Total Attachments: 6**

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DEED OF ASSIGNMENT

This Assignment is effective as of June 1, 2020 by **WADSWORTH OLD CHICAGO, INC.**, a Colorado corporation with an address at 8001 Arista Place, Broomfield, CO 80021 (“Assignor”), to and in favor of **OLD CHICAGO TAPROOM II LLC** a limited liability corporation organized and existing under the laws of Delaware with offices at 3011 Armory Drive Nashville, TN 37204 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the copyrights, trademarks, trade dress and trade names listed in attached Schedule “A” as well as the goodwill appurtenant thereto and certain applications and registrations relating thereto (“Trademarks”);

WHEREAS, pursuant to the terms of that Asset Purchase Agreement (the “APA”), dated as of May 4, 2020, among Assignor, DBFLF CFTWE Holdings L.P., and the other parties thereto, Assignor represents and warrants that it has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all Liens (other than Permitted Liens and any Liens included in the Assumed Liabilities as defined in the APA); and

WHEREAS, Assignee wishes to acquire from Assignor all right, title and interest in and to the Trademarks in conjunction with a separate Asset Purchase Agreement governing Assignee’s acquisition of the entirety of Assignor’s business pertaining to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and the foregoing recitals forming a part hereof as though set out hereinbelow, Assignor hereby irrevocably assigns, sells, transfers, conveys, and grants to Assignee, in perpetuity, all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks including, without limitation, all common law rights in and to the Trademarks where ever located throughout the world; any registrations or applications for the Trademarks which may subsist; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, unfair competition, or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns, to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made. To the extent that this assignment includes a pending application(s) to register marks under section 1(b) of the Trademark Act (15 U.S.C. §1051(b)), Assignor and Assignee acknowledge that such assignment is an assignment to a successor to the business of the applicant, or portion thereof, to which the marks pertain, and that such business is ongoing and existing.

Assignor binds itself, as well as its successors, heirs, assigns and legal representatives to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by Assignee, its successors and assigns, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded with any appropriate government agencies.

The governing law of this Assignment shall be that of Delaware and all parties hereto hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware. If that court is unwilling or unable to hear such dispute then the federal or state courts located in New Castle County, Delaware shall have exclusive jurisdiction over such dispute. To the extent of any inconsistency between this Assignment and the APA, the APA shall control and prevail.

The undersigned individuals represent and warrant that each has the authority to act on behalf of and bind the party for which they are signing.

[Signature page follows]

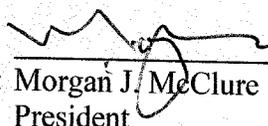
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date hereof.

Dated: June 1, 2020

WADSWORTH OLD CHICAGO, INC. Assignor

By: _____
Name: Mark A. Smith
Title: Authorized Signatory

OLD CHICAGO TAPROOM II LLC, Assignee

By:  _____
Name: Morgan J. McClure
Title: President

SCHEDULE "A"

Trademarks and Trade Dress

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	BEAT THE LEADER	Words Only	4738806	IC 41: Entertainment services, namely, arranging and conducting of competitions for picking winners of sporting events	Active
USA	CRAFT BEER AUTHORITY	Words Only	5203934	IC 43: Restaurant services	Active
USA	EXPLORER SERIES	Words Only	5090839	IC 43: Brewpub services	Active
USA	HALL OF FOAM	Words Only	2013606	IC 42: Restaurant and bar services	Active
USA	OC REWARDS	Words Only	5002041	IC 35: Administration of a customer loyalty program, namely, a customer incentive program providing loyalty points and rewards to frequent customers based on consumption of foods and beverages at participating restaurants	Active
USA	OH MY SPAGHETTI PIE	Words Only	4718351	IC 30: Noodle-based prepared meals	Active
USA	OLD CHICAGO	Words Only	2107495	IC 21: Beverage glassware IC 25: Clothing, namely, hats, sweat shirts, T-shirts, jackets	Active
USA	OLD CHICAGO	Words Only	3127760	IC 32: Beer	Active
USA	OLD CHICAGO	Words Only	3227182	IC 30: Pizza	Active
USA	OLD CHICAGO	Words Only	1190244	IC 42: Restaurant services	Active

Country	Mark	Design	Reg #	Goods/Services Description	Status
USA	OLD CHICAGO & Design		2066380	IC 35: Restaurant and bar services	Active
USA	OLD CHICAGO 110 BREWS PASTA & PIZZA & Design		3138833	IC 43: Restaurant services	Active
USA	OLD CHICAGO FRESH PASTA & PIZZA & Design		1318691	IC 42: Restaurant services	Lapsed 2020
USA	OLD CHICAGO PIZZA & TAPROOM CRAFTED SINCE 1976 & Design		4311920	IC 43: Bar services; Restaurant services	Active
USA	OLD CHICAGO WORLD BEER TOUR & Design		2931519	IC 43: Restaurant services; namely, a frequent customer awards program providing awards based on consumption of foods and beverages at Applicant's restaurants	Active
USA	PIZZA PALZ	Words Only	2111577	IC 36: Charitable fund raising program	Active
USA	TITAN TOOTHPICKS	Words Only	5199063	IC 30: Wrap sandwiches	Active
USA	WICKED ELF	Words Only	88696795 (serial #)	IC 43: Restaurant services; brewpub services; beer	Pending Application
USA	WORLD BEER TOUR	Words Only	3005859	IC 43: Restaurant services; namely, a frequent customer awards program providing awards based on consumption of foods and beverages at Applicant's restaurants	Active