

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613775

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900574448

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KONA BREWERY LLC		10/01/2020	Limited Liability Company: HAWAII

RECEIVING PARTY DATA

Name:	CRAFT BREW ALLIANCE, INC.
Street Address:	929 North Russell Street
City:	Portland
State/Country:	OREGON
Postal Code:	97227
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4764883	ALWAYS ALOHA
Registration Number:	3671520	BIG KAHUNA
Registration Number:	2929726	BIG WAVE GOLDEN ALE
Registration Number:	4722430	CASTAWAY
Registration Number:	5577422	EMBRACE YOUR ALOHA
Registration Number:	1927633	FIRE ROCK PALE ALE
Registration Number:	5577361	GOLD CLIFF IPA
Registration Number:	5312567	HANALEI
Registration Number:	4599821	HANG 10
Registration Number:	3978440	ISLAND HOPPER
Serial Number:	88788912	ISLAND COLADA CREAM ALE
Registration Number:	5509891	KANAHA
Registration Number:	4063419	KOKO BROWN
Registration Number:	3971987	KOKO BROWN ALE
Registration Number:	5390392	KONA BREWING CO
Registration Number:	2558430	KONA BREWING CO.
Registration Number:	2832046	HAND CRAFTED ALES KONA BREWING CO. KONA,
Registration Number:	6109293	KONA LIGHT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88727187	KONA SPIKED ISLAND SELTZER
Registration Number:	5632166	KUA BAY
Registration Number:	5520358	LANAI SERIES
Registration Number:	3340802	LAVAMAN RED ALE
Registration Number:	5219377	LEMONGRASS LUAU
Registration Number:	3325804	LIQUID ALOHA
Registration Number:	3944343	LIQUID ALOHA
Registration Number:	3801758	LONGBOARD
Registration Number:	3145515	LONGBOARD ISLAND LAGER
Registration Number:	5201651	MAGIC SANDS MANGO SAISON
Registration Number:	6108852	MAI TIME
Registration Number:	6013478	ONE LIFE, RIGHT?
Registration Number:	3035373	PINT OF PARADISE
Registration Number:	3253708	PINT OF PARADISE
Registration Number:	3243413	PIPELINE PORTER
Registration Number:	3633903	WAILUA
Registration Number:	4539640	WAVE RIDER

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 2125584229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 014631.00158

NAME OF SUBMITTER: RAFFAELE A. DEMARCO

SIGNATURE: /RAFFAELE A. DEMARCO/

DATE SIGNED: 12/11/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of October 1, 2020 (this "Agreement"), is entered into by and between Kona Brewery LLC, a Hawaii limited liability company ("Assignor") and Craft Brew Alliance, Inc., a Washington Corporation ("Assignee") (each a "Party"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor, Assignee and PV Brewing Partners, LLC have entered into that certain Membership Interest Purchase Agreement, dated as of June 10, 2020 (the "Purchase Agreement"), pursuant to which, among other things, the parties thereto agreed that Assignor and Assignee would effect the Pre-Closing Reorganization prior to the Closing; and

WHEREAS, as part of the Pre-Closing Reorganization, the Parties desire to execute and deliver this Agreement evidencing and effecting the assignment, transfer, conveyance and delivery to Assignee of Assignor's right, title and interest in, to and under the Excluded IP Rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, in the Purchase Agreement and in the Transaction Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Effective as of immediately prior to the Closing, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under all of the Excluded IP Rights, including (a) all rights to sue for and recover and retain damages for present, past and future infringement, misappropriation or other violation thereof, and (b) the Registered Intellectual Property Rights set forth on Schedule A (with respect to any Trademark included in such Registered Intellectual Property Rights, including all goodwill associated therewith and symbolized thereby). Effective as of immediately prior to the Closing, Assignee hereby accepts and acquires from Assignor all of Assignor's right, title and interest in, to and under such Excluded IP Rights.

Section 2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Office of the Register of Copyrights of the United States, the Commissioner of the Department of Commerce and Consumer Affairs of Hawaii and any official of any other jurisdiction or organization (including any foreign jurisdiction or organization) whose duty is to issue any applicable Intellectual Property Right or any legal equivalent thereof, to record and register Assignee as the assignee and owner of all right, title and interest in, to and under the applicable Excluded IP Rights.

Section 3. Further Assurances. Upon the request of Assignee, Assignor shall promptly execute any other documents and take any other actions reasonably required to give Assignee the full benefit of this Agreement, the Pre-Closing Reorganization and the assignments set forth in Section 1, including any such documents required to perfect and record such assignments in any applicable filing jurisdictions.

Section 4. No Third Party Beneficiaries. Subject to the last sentence of this Section 4, there shall be no third party beneficiaries of this Agreement, and this Agreement shall not confer on any Person other than the Parties any claim, cause of action, right or remedy. Notwithstanding the foregoing or anything to the contrary in this Agreement, (a) the Parties shall not modify or amend this Agreement or waive compliance with any term or provision of this Agreement in any manner without the prior written consent of ABC, and (b) without limiting the generality of the immediately preceding clause (a), ABC shall be an express third party beneficiary of this Agreement.

Section 5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, legal Representatives and assigns.

Section 6. Entire Agreement; Subject to Purchase Agreement. This Agreement, the Purchase Agreement and the Transaction Documents contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties. The scope, nature, and extent of the Excluded IP Rights are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any inconsistency between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, conditions and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

Section 7. Governing Law. This Agreement, and any Action (whether in contract, tort or statute) that may directly or indirectly be based upon, relate to or arise out of this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 8. Amendment; Modification; Waiver. Subject to the provisions of applicable Law, this Agreement may be amended or otherwise modified or waived if, and only if, such amendment or other modification by Assignor or Assignee, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 9. Interpretation; Construction. Section 8.9 of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed on their behalf as of the date first written above.

ASSIGNOR:

KONA BREWERY LLC

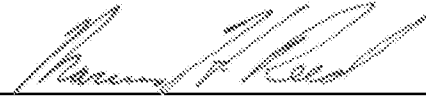
By: William F Smith

Name: Billy Smith

Title: President

ASSIGNEE:

CRAFT BREW ALLIANCE, INC.

By: 

Name: Marcus H. Reed

Title: General Counsel/Assistant Secretary

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

REGISTERED INTELLECTUAL PROPERTY

1. Registered Trademarks.

#	Trademark	Filing Jurisdiction	Application Number / Filing Date	Registration Number/ Date	Status Next Renewal	Owner/Client/Agent/ Classes
1.	ALWAYS ALOHA	USA	85/665,470 29-Jun-2012	4,764,883 30-Jun-2015	Registered 30-Jun-2025	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
2.	BIG KAHUNA	USA	77/351,293 13-Dec-2007	3,671,520 25-Aug-2009	Registered 25-Aug-2029	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
3.	BIG WAVE GOLDEN ALE	USA	78/239,999 21-Apr-2003	2,929,726 01-Mar-2005	Registered 01-Mar-2025	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
4.	CASTAWAY	USA	86/220,558 13-Mar-2014	4,722,430 21-Apr-2015	Registered 21-Apr-2025	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
5.	EMBRACE YOUR ALOHA	USA	87/805,603 21-Feb-2018	5,577,422 02-Oct-2018	Registered 02-Oct-2028	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: Classes: 32 Int.
6.	FIRE ROCK PALE ALE	USA	74/555,953 01-Aug-1994	1,927,633 17-Oct-1995	Registered 17-Oct-2025	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.

[Schedule A to Intellectual Property Assignment Agreement]

#	Trademark	Filing Jurisdiction	Application Number / Filing Date	Registration Number/ Date	Status Next Renewal	Owner/Client/Agent/ Classes
7.	GOLD CLIFF IPA	USA	87/735,418 27-Dec-2017	5,577,361 02-Oct-2018	Registered 02-Oct-2028	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
8.	HANALEI	USA	87/040,235 17-May-2016	5,312,567 17-Oct-2017	Registered 17-Oct-2027	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
9.	HANG 10	USA	86/001,256 02-Jul-2013	4,599,821 09-Sep-2014	Registered 09-Sep-2024	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
10.	ISLAND HOPPER	USA	77/355,764 19-Dec-2007	3,978,440 14-Jun-2011	Registered 14-Jun-2021	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
11.	ISLAND COLADA CREAM ALE	USA	88788912 7-Feb-2020		Published	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
12.	KANAHA	USA	87/579,436 22-Aug-2017	5,509,891 03-Jul-2018	Registered 03-Jul-2028	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
13.	KOKO BROWN	USA	85/320,166 13-May-2011	4,063,419 29-Nov-2011	Registered 29-Nov-2021	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.

[Schedule A to Intellectual Property Assignment Agreement]

#	Trademark	Filing Jurisdiction	Application Number / Filing Date	Registration Number/ Date	Status Next Renewal	Owner/Client/Agent/ Classes
14.	KOKO BROWN ALE	USA	85/104,015 10-Aug-2010	3,971,987 31-May-2011	Registered 31-May-2021	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
15.	KONA BREWING CO & Design	USA	87/488,856 14-Jun-2017	5,390,392 30-Jan-2018	Registered 30-Jan-2028	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
16.	KONA BREWING CO.	USA	76/174,629 29-Nov-2000	2,558,430 09-Apr-2002	Registered 09-Apr-2022	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
17.	KONA BREWING CO. and Design (Old Logo)	USA	78/238,025 15-Apr-2003	2,832,046 13-Apr-2004	Registered 13-Apr-2024	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
18.	KONA LIGHT	USA	88/590,579 23-Aug-2019	6109293 21-Jul-2020	Registered 21-Jul-2026 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
19.	KONA SPIKED ISLAND SELTZER	USA	88/727,187 13-Dec-2019		Pending	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 33 Int.
20.	KUA BAY	USA	87/902,632 01-May-2018	5,632,166 18-Dec-2018	Registered 18-Dec-2024 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.

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#	Trademark	Filing Jurisdiction	Application Number / Filing Date	Registration Number/ Date	Status Next Renewal	Owner/Client/Agent/ Classes
21.	LANAI SERIES	USA	87/268,626 14-Dec-2016	5,520,358 17-Jul-2018	Registered 17-Jul-2024 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
22.	LAVAMAN RED ALE	USA	78/261,095 11-Jun-2003	3,340,802 20-Nov-2007	Registered 20-Nov-2027	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
23.	LEMONGRASS LUAU	USA	86/874,082 13-Jan-2016	5,219,377 06-Jun-2017	Registered 06-Jun-2023 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
24.	LIQUID ALOHA	USA	78/503,170 20-Oct-2004	3,325,804 30-Oct-2007	Registered 30-Oct-2027	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
25.	LIQUID ALOHA	USA	85/136,565 23-Sep-2010	3,944,343 12-Apr-2011	Registered 12-Apr-2021	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 21 Int.
26.	LONGBOARD	USA	77/635,550 18-Dec-2008	3,801,758 15-Jun-2010	Registered 15-Jun-2030	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
27.	LONGBOARD ISLAND LAGER	USA	78/744,966 01-Nov-2005	3,145,515 19-Sep-2006	Registered 19-Sep-2026	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.

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#	Trademark	Filing Jurisdiction	Application Number / Filing Date	Registration Number/ Date	Status Next Renewal	Owner/Client/Agent/ Classes
28.	MAGIC SANDS MANGO SAISON	USA	87/065,718 09-Jun-2016	5,201,651 09-May-2017	Registered 09-May-2023 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
29.	MAI TIME	USA	88/399,353 24-Apr-2019	6108852 21-July-2020	Registered 21-July-2026 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
30.	ONE LIFE, RIGHT?	USA	88/590,576 23-Aug-2019	6013478 17-Mar-2020	Registered 17-Mar-2026 (Decl. of Continuing Use)	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
31.	PINT OF PARADISE	USA	78/508,875 31-Oct-2004	3,035,373 27-Dec-2005	Registered 27-Dec-2025	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 21 Int.
32.	PINT OF PARADISE	USA	78/951,770 14-Aug-2006	3,253,708 19-Jun-2007	Registered 19-Jun-2027	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
33.	PIPELINE PORTER	USA	77/000,466 15-Sep-2006	3,243,413 22-May-2007	Registered 22-May-2027	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.
34.	WAILUA	USA	77/448,449 15-Apr-2008	3,633,903 09-Jun-2009	Registered 09-Jun-2029	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.

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#	Trademark	Filing Jurisdiction	Application Number / Filing Date	Registration Number/ Date	Status Next Renewal	Owner/Client/Agent/ Classes
35.	WAVE RIDER	USA	85/874,125 12-Mar-2013	4,539,640 27-May-2014	Registered 27-May-2024	Owner: Kona Brewery LLC Client: Craft Brew Alliance, Inc. Agent: N/A Classes: 32 Int.

2. Registered Copyrights.

#	Copyright	Filing Jurisdiction	Owner	Case No./Registration No.	Filing/Registration Date	Status	Type of Work
1.	Big Wave Packaging	U.S. Copyright Office	Kona Brewery, LLC	1-8810523181	07-May-2020	Pending	Work of Visual Arts
2.	Gold Cliff Packaging	U.S. Copyright Office	Kona Brewery, LLC	VA0002207604	07-May-2020	Registered	Work of Visual Arts
3.	Hanalei Packaging	U.S. Copyright Office	Kona Brewery, LLC	VA0002207602	07-May-2020	Registered	Work of Visual Arts
4.	Kona Light Packaging	U.S. Copyright Office	Kona Brewery, LLC	1-8810610492	07-May-2020	Pending	Work of Visual Arts
5.	Longboard Packaging	U.S. Copyright Office	Kona Brewery, LLC	1-8810573911	07-May-2020	Pending	Work of Visual Arts

3. Registered Domain Names.

#	Domain Name	Owner	Expiration Date	Registrar
1.	ALOHASERIES.COM	Kona Brewery, LLC	28-July-2020	GoDaddy.com, LLC
2.	DEARMAINLAND.COM	Kona Brewery, LLC	28-Feb-2022	GoDaddy.com, LLC
3.	FIREROCKPALEALE.COM	Kona Brewery, LLC	26-Apr-2022	GoDaddy.com, LLC
4.	HAWAIIANBEER.COM	Kona Brewery, LLC	01-Apr-2021	GoDaddy.com, LLC
5.	HAWAIIIBEER.COM	Kona Brewery, LLC	09-Oct-2020	GoDaddy.com, LLC
6.	KONABREW.COM	Kona Brewery, LLC	30-Aug-2020	GoDaddy.com, LLC
7.	KONABREWINGCO.COM	Kona Brewery, LLC	13-Aug-2029	GoDaddy.com, LLC
8.	KONABREWINGCOMPANY.COM	Kona Brewery, LLC	29-Jun-2022	GoDaddy.com, LLC
9.	KONALITTLEVACATION.COM	Kona Brewery, LLC	22-Aug-2020	GoDaddy.com, LLC
10.	KONALITTLEVACATIONTOUR.COM	Kona Brewery, LLC	22-Aug-2020	GoDaddy.com, LLC

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#	Domain Name	Owner	Expiration Date	Registrar
11.	LITTLEVACATIONTOUR.COM	Kona Brewery, LLC	22-Aug-2020	GoDaddy.com, LLC
12.	LONGBOARDISLANDLAGER.COM	Kona Brewery, LLC	26-Apr-2022	GoDaddy.com, LLC
13.	MAHALOMONDAY.COM	Kona Brewery, LLC	28-Jul-2020	GoDaddy.com, LLC
14.	MAHALOMONDAYS.COM	Kona Brewery, LLC	28-Jul-2020	GoDaddy.com, LLC
15.	ONELIFEDONTBLOWIT.COM	Kona Brewery, LLC	27-May-2020	GoDaddy.com, LLC
16.	PINTOFPARADISE.COM	Kona Brewery, LLC	30-Aug-2020	GoDaddy.com, LLC
17.	PIPELINEPORTER.COM	Kona Brewery, LLC	26-Apr-2022	GoDaddy.com, LLC

4. Tradename Registrations with the Department of Commerce & Consumer Affairs.

#	Number	Owner	Expiration Date	Scope
1.	4208188	Kona Brewery LLC	Jul-22-2023	DBA Kona Brewing
2.	4207988	Kona Brewery LLC	Jul-23-2023	DBA Kona Brewing Co.
3.	4107077	Kona Brewery LLC	Jun-10-2022	Hula Hefeweizen
4.	4195860	Kona Brewery LLC	Nov-26-2022	Makana Series

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