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11-02-1998

Docket No.:

PITBRE/TM001US

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10.28.98



original documents or copy thereof.

To the Honorable Commissioner of Patents and T

100865820

1. Name of conveying party(ies):

Wanker Beer, Inc.

receiving party(ies):

Name: Pittsburgh Brewing Company

Internal Address:

Street Address: 3340 Liberty Avenue

City: Pittsburgh State: PA ZIP: 15201

- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies) Yes No

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 1, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,036,108

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond J. Harmuth, Esq.

Internal Address: Doepken Keevican & Weiss

Street Address: 58th Floor, USX Tower

600 Grant Street

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500287

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond J. Harmuth, Reg. No. 33,896

Name of Person Signing

Raymond J. Harmuth
Signature

10-28-98

Date

Total number of pages including cover sheet, attachments, and

6

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made the 1st day of August, 1998, by **WANKER BEER, INC.**, a California corporation, having a mailing address of P.O. Box 8894, Newport Beach, CA 92658 ("Assignor") to **PITTSBURGH BREWING COMPANY**, a Delaware corporation, having its principal office and place of business at 3340 Liberty Avenue, Pittsburgh, Pennsylvania 15231 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, owns and is using, and owns a federal registration on the Principal Register of the United States Patent and Trademark Office for, that certain trademark listed on Schedule "A" attached hereto (the "Mark"); and

WHEREAS, Assignor has adopted, owns and is using, the tradenames of "Wanker Beer, Inc." and "Wanker Beer Brewing Co." (the "Tradenames"); and

WHEREAS, Assignor has agreed to assign and transfer the Mark and the Tradenames, together with the goodwill appurtenant thereto, to Assignee, free and clear of all liens, claims, security interests and encumbrances of any nature whatsoever.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of the following, free and clear of all liens, claims, security interests and encumbrances of any nature whatsoever:

- (i) the Mark, together with the goodwill of the business symbolized thereby, and the Tradenames, to be held and enjoyed by Assignee and its successors, assigns and other legal representatives, for their use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and transfer had not been made; and
- (ii) the exclusive right in the United States of America (the "Territory") to produce, distribute and sell beer, ale, porter and other malt beverage products using the Mark and the Tradenames, it being understood and agreed that Assignee shall not have the right to produce, distribute and sell beer, ale, porter and other malt beverage products using the Mark and the Tradenames outside the Territory; and
- (iii) all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Mark in the Territory or injury to the goodwill appurtenant thereto, together with the right to sue or recover the same.

Assignor agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to Assignee or the representatives thereof any facts known to it respecting the Mark and the Tradenames, and will, upon request, testify in any legal

proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits of ownership of the Mark and the Tradenames and the rights and interests herein assigned. Assignor additionally agrees to execute copies of this Assignment or portions hereof regarding the Mark and the Trademarks as and when required by Assignee in the future.

Assignor waives all rights and privileges to attack any registration of the Mark which Assignor has assigned as against anyone claiming a right under any or all of the Marks. Assignor hereby represents and warrants that no license has been granted in and to the Mark.

Assignor represents and warrants to Assignee as follows:

- (i) There is no litigation pending or threatened against Assignor which relates to or concerns the Mark nor has any event occurred, or failed to occur, which could result in any such litigation. No assertion of infringement has been made which relates to or concerns the Mark, either against Assignor or by Assignor against any third party. There are no existing agreements, licenses, options, commitments or rights with, of or to any person or entity to acquire or use the Mark or any interest therein; and
- (ii) Assignor is the sole and exclusive owner of the Mark and the Tradenames, free and clear of any and all liens, claims, security interests or other encumbrances of any nature whatsoever. This Assignment has been duly and validly executed and delivered by Assignor and constitutes the valid and binding agreement of Assignor enforceable in accordance with its terms.

This Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. This Assignment shall not be altered or otherwise amended except pursuant to an instrument in writing signed by Assignor and Assignee.

This Assignment, the Bill of Sale delivered by Assignor to Assignee in connection herewith and that certain Memorandum dated June 2, 1998 and revised June 9, 1998 agreed to by the Assignor and the Assignee constitute the entire agreement of the parties hereto with respect to the matters contemplated hereby and supersede all previous written or oral negotiations, commitments, representations and agreements. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has caused its duly authorized officers to execute and deliver this Assignment the day and year first above written.

ATTEST:

WANKER BEER, INC.

By: [Signature]
Name: Leah Bazulich
Title: Notary

By: [Signature]
Name: F. D. JANJURK
Title: President

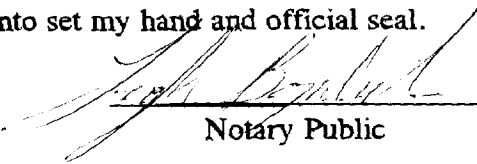
ACKNOWLEDGMENT

State of California)
)
County of Orange)

ss.

On this 1st day of Aug, 1998, before me, the undersigned authority, appeared Frederick VAN VURK, known to me to be the President of **WANKER BEER, INC.**, who executed and acknowledged the foregoing instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

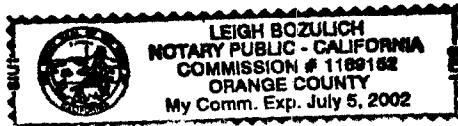


Notary Public



My Commission expires:

July 5 2002



SCHEDULE "A"

Registered Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Wanker	2,036,108	February 4, 1997

209258_1

(5)

RECORDED: 10/28/1998

TRADEMARK
REEL: 1806 FRAME: 0374