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06-03-1999



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

CRB Co.

61-99

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: March 9, 1999

2. Name and address of receiving party(ies)

Name: CROOKED RIVER BREWING CO., L.L.C.

Internal Address:

Street Address: 1101 Center Street

City: Cleveland State: Ohio ZIP: 44113

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/626,376
75/599,177
74/626,391

B. Trademark Registration No.(s)

2,018,179 1,943,903
2,032,610 1,938,334
1,870,756 1,983,340
1,883,841

Additional numbers attached? Yes No

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

Name: Paul R. Steffes

Internal Address:

RENNER, OTTO, BOISSELLE, & SKLAR, P.L.L.

Street Address: 1621 Euclid Avenue

Nineteenth Floor

City: Cleveland State: Ohio ZIP: 44115

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-0988

(Attach duplicate copy of this page if paying by deposit account)

06/02/1999 MTHAI1 00000176 74626376

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 225.00 OP

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.

Paul R. Steffes
Name of Person Signing

Paul R. Steffes
Signature

5/20/99
Date

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and entered into as of this 9th day of March, 1999 (the "Effective Date"), by and between CRB COMPANY, an Ohio corporation ("Assignor"), and CROOKED RIVER BREWING COMPANY, LLC, an Ohio limited liability company ("Assignee").

A. Assignor is the owner of certain trademarks, including, without limitation, the trademarks identified and set forth on Schedule A, (collectively, the "Marks"), and the goodwill of the business associated therewith; and

B. Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee and its successors and assigns, and Assignee does hereby accept such sale, assignment and transfer of, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, if any, including any renewals and extensions of the registrations that are or may be secured under the applicable laws of any country throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

* * *

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this ASSIGNMENT OF TRADEMARK RIGHTS to be executed on its behalf as of the 9th day of March, 1999.

CRB COMPANY
(ASSIGNOR)

CROOKED RIVER BREWING COMPANY, LLC
(ASSIGNEE)

By: Stephan U. Danckers, President
Name: Stephan U. Danckers
Title: President

By: Chris Livingston
Name: CHRIS LIVINGSTON
Title: PRESIDENT

SCHEDULE A**TRADEMARKS**

U.S. REGISTERED TRADEMARKS	SERIAL NUMBER	REGISTRATION NUMBER
ARENA DRAFT	74574435	2018179
BICENTENNIAL BEER	7455992	2032610
CROOKED RIVER	74337651	1870756
CROOKED RIVER	74467545	1883841
CROOKED RIVER BREWED & BOTTLED IN CLEVELAND, OHIO	74605576	1943903
REACH FOR A RIVER	74586662	1938334
SETTLERS ALE	74525160	1983340

U.S. APPLICATION FOR TRADEMARK REGISTRATION PENDING	SERIAL NUMBER	REGISTRATION NUMBER
BALLPARK DRAFT	74626376	Not available
EXPANSION DRAFT	75599177	Not available
STADIUM DRAFT	74626391	Not available

CL: 382170v1

RECORDED: 06/01/1999

TRADEMARK
REEL: 001905 FRAME: 0441