

09-12-2000

FORM: PTO
Assignment,
Name, Merg



M&D 7.27.00

TRADEMARKS ONLY

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TRADEMARKS ONLY

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

Attorney Docket No.: 08417-00001

1. Name of Party(ies) conveying an interest:

Catamount Brewing Company, Inc.

Entity:

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

2. Name and Address of Party(ies) receiving an interest:

Name: **Chittenden Bank**

Internal Address: _____

Street Address: **Two Burlington Square**

City: **Burlington**

State: **Vermont** Zip: **05402**

Entity:

- Individual Association
- General Partnership Limited Partner:
- Corporation-State _____
- Other a Vermont banking corporation
- Citizenship _____

07-27-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No
A. Trademark Application No.(s) B. Trademark Registration No. **1,513,807**

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

Peter B. Kunin, Esq.
Downs Rachlin & Martin PLLC
199 Main Street
P.O. Box 190
Burlington, Vermont 05402-0190

6. Number of applications and registrations involved: **1**

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

- Enclosed
- Authorized to be charged to deposit account
- Authorized to charge any deficiencies in the enclosed fees to deposit account.

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): **04-1588**

DO NOT USE THIS SPACE

9. Date of execution of attached document June 30, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

Peter Ki
Peter B. Kunin **(802)863-2375**

7/25/00
Date

BTW\66282.1

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T147-5/00

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 4th day of April, 2000 by and between Catamount Brewing Company, Inc. a Vermont corporation with an address of 336 Ruth Carney Drive, Windsor, Vermont, 05089 ("Assignor") and Chittenden Bank, a Vermont banking corporation with an address of Two Burlington Square, Burlington, Vermont, 05402 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, trademark registrations and tradenames and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, together with all other trademarks used by Assignor (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Mark had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, 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 of this assignment 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. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for the renewal

of a registration covering any of the Marks; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (4) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first above written.

CATAMOUNT BREWING COMPANY, INC.

By: Paul D. Ralston
Title: Interim CEO of Catamount, Inc
Date: 6/30/00

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, this 30th day of June, 2000, Paul D. Ralston, Interim CEO, of Catamount Brewing Company, Inc. personally appeared and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me.

[Signature]
Notary Public

My commission expires: 2/10/02

SCHEDULE A

Federal Registration

Registration No: 1,513,807
Registered: November 22, 1998
Trademark: CATAMOUNT PRIDE OF THE NORTH COUNTRY, STRICTLY
FRESH FINEST INGREDIENTS AND DESIGN
Registrant: Catamount Brewing Company, Inc.
Class: 32

State Registrations

New Hampshire Trademarks

Registered: May 27, 1987
Renewed: August 4, 1997
Trademark: "Catamount Pride Of The North Country" Logo
Registrant: Catamount Brewing Company, Inc.
Class: 39

Vermont Trademarks

Registered: May 22, 1987
Renewed: August 27, 1997
Trademark: "Catamount Pride Of The North Country" Logo
Registrant: Catamount Brewing Company, Inc.
Classes: 39 and 48

Tradenames

Catamount Brewing Company, Inc.
Post Roding Brewing
Catamount Brewery Tours
The Pride of Vermont

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