

RE

11-17-2000



101520245

Attorney Docket No.: 8119-GM

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

1. Name of conveying party(ies):

Green Haley Wedlake Inc.

2. Name and address of receiving party(ies):

Nova Scotia Limited
6009 Quinpool Road, 10th Floor
Halifax, Nova Scotia
Canada B3K 5J6

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: June 30, 2000

- ☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State: Canada
☐ Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes; ☒ No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):
75/562,136

B. Trademark Registration No.(s):

5. Name and address of party to whom
correspondence document should be mailed:Roberta Jacobs-Meadway
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square
2005 Market Street, 22nd Floor
Philadelphia, PA 19103-7086
Telephone: 215-965-1200
Facsimile: 215-965-1210
E-Mail: rjacobs-meadway@akingump.com

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
_____ x \$25.00 = \$☒ Check enclosed8. Deposit account number: 50-1017

11/16/2000 MTHA11 00000191 75562136

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

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.*Roberta Jacobs-Meadway

Name of Person

Signing Signature

Date

Total number of pages including cover sheet, attachments and document: [7]

RECEIVER ASSIGNMENT

THIS ASSIGNMENT made as of the 30th day of June, 2000,

B E T W E E N :

GREEN HALEY WEDLAKE, INCORPORATED, a body corporate, having an office in the City of Halifax, Halifax Regional Municipality, in the Province of Nova Scotia, in its capacity as Receiver and Manager for The Maritime Beer Company Incorporated and not in its personal capacity (the "Assignor")

OF THE FIRST PART

– and –

3045632 NOVA SCOTIA LIMITED (the name of which was changed to **Maritime Beer Company (2000) Inc.** on August 4, 2000), a body corporate incorporated under the laws of the Province of Nova Scotia (the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor entered into an assignment with the Assignee dated June 30, 2000 (the "Original Assignment") pursuant to which the Assignor did assign to the Assignee, inter alia, the Assignor's interest in the brand names and trade-marks of The Maritime Beer Company Incorporated ("Maritime Beer") pertaining to its brewery and retail operations, as set forth therein;

AND WHEREAS it was the intention of both the Assignor and the Assignee that the Assignor assign to the Assignee the entire right, title and interest of the Assignor in and to: (i) all brand names relating to the brewery and retail operations of Maritime Beer (other than those relating to the Brewdebaker restaurant operation (the "Restaurant")), including, without limitation, those more particularly described in Schedule "A" attached hereto (the "Brand Portfolio"); and (ii) all trade-marks (plus all applications and registrations therefore in both Canada and the United States) associated with the brewery and retail operations of Maritime Beer (other than those relating to the

Restaurant), including, without limitation, those more particularly described in Schedule "B" attached hereto (the "Trade-Marks"), all on an "as is" "where is" basis and without representation, warranty, inducement and condition, made or given or implied as to title, description, fitness for purpose, marketability, completeness, quantity or quality thereof;

AND WHEREAS the Original Assignment inadvertently did not cover the entire Brand Portfolio and all of the Trade-Marks;

AND WHEREAS in furtherance of the intention of the parties, the Assignor and the Assignee wish to execute the within assignment agreement to document the conveyance of the entire Brand Portfolio and all of the Trade-Marks to the Assignee effective June 30, 2000;

NOW THIS INDENTURE WITNESSES that for valuable consideration the parties hereby agree that the Assignor hereby assigns to the Assignee, effective as of June 30, 2000, all of the Assignor's right, title and interest, if any, in and to the entire Brand Portfolio and all the Trade-Marks (together with the goodwill of any and all business carried on in association with and symbolized by the Trade-Marks) and all benefits and advantages to be derived therefrom, the same to be held by the Assignee, its successors and assigns, as fully and effectively as they would have been held by the Assignor has this sale, assignment and transfer not been made.


The Assignor and Assignee agree to execute any further assignments and/or agreements that may be necessary to fulfil the terms of this Assignment.

IN WITNESS WHEREOF the parties hereto have caused these presents
to be executed this 20th day of September, 2000.

GREEN HALEY WEDLAKE,
INCORPORATED, a body
corporate, having an office in the City
of Halifax, Halifax Regional
Municipality, in the Province of Nova
Scotia, in its capacity as Receiver and
Manager for The Maritime Beer
Company Incorporated and not in its
personal capacity

Per: [Signature]

**MARITIME BEER COMPANY
(2000) INC.**

Per: 

SCHEDULE "A"

Brand Portfolio

**Frosted Frog Lager
Black Pearl Cream Ale
Halifax 1749 Stone Fired Ale
Halifax 1749 Anniversary Ale
Atlantic Storm India Pale Ale
King's Honey Amber Ale
Privateer's Classic Pale Ale
Maritime Beer
Maritime Beer Company
Stone Cold Lager
Maritime Celtic Frost
Maritime Frost
Charlottetown 1867 Stone Fired Ale
Joshua Slocum Ale
Cellar Fresh Beer**

All rights, to the extent same are transferable to the Assignee, to represent Guinness Draft Brands and Guinness Packaged Brands pursuant to terms of agreements between Maritime Beer and Guinness Import Company (Canada) Limited.

SCHEDULE "B"

TRADE-MARKS

The Assignor makes no representation as to the accuracy or completeness of the description of the following trade-marks, nor the status of any applications therefore. Some of the applications for registration may have or may shortly lapse and may be subject to dispute or protest.

Canadian Registered Trade-Marks

Registration No.

King's Honey Amber Ale

TMA 503,567

Atlantic Storm India Pale Ale

TMA 503,554

Halifax 1749 Stone Fired Ale

TMA 503,569

Canadian Trade-Mark Applications

Application No.

Frosted Frog Lager

No. 898,030

Maritime Beer Company & Design

No. 861,674

Black Pearl Cream Ale (opposed)

No. 855,064

Black Pearl Cream Ale & Design

No. 879,827

Atlantic Storm India Pale Ale & Design

No. 879,826

King's Honey Amber Ale & Design

No. 879,829

Privateer's Classic Pale Ale & Design

No. 879,828

Halifax 1749 Stone Fired Ale & Design

No. 879,830

Stone Cold Lager

No. 1,032,583

Abandoned Canadian Trade-Mark Applications

Application No.

Maritime Celtic Frost

No. 893,949

Maritime Frost

No. 893,948

Charlottetown 1867 Stone Fired Ale

No. 879,769

Privateer's Classic Pale Ale

No. 855,275

Joshua Slocum Ale

No. 853,022

Halifax 1749 Anniversary Ale	No. 835,021
Cellar Fresh Beer	No. 886,599
<u>United States Trade-Mark Applications</u>	<u>Application No.</u>
Maritime Beer Company	75/562,136

All rights associated with the opposition filed by Maritime Beer with respect to the application for registration of the trade-mark "Maritime Beer" filed by Moosehead Breweries Limited as Application No. 845,490.