

11-17-2000

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8-25-00



ATTY DKT. NO. T-3522.75

TO: **ATTN: Box ASSIGNMENTS/FEE**  
**Assistant Commissioner of Trademark**  
**2900 Crystal Drive**  
**Arlington, VA 22202-3513**

101519934

Please record the attached original document(s) or copy(ies) thereof.

**SUBMISSION TYPE:**

- New
- Resubmission (Non-Recordation) - Document ID \_\_\_\_\_
- Correction of PTO Error: Reel \_\_\_\_/Frame \_\_\_\_\_
- Corrective Document: Reel \_\_\_\_/Frame \_\_\_\_\_

**CONVEYANCE TYPE:**

- Assignment
  - License
  - Security Agreement
  - Merger
  - Nunc Pro Tunc Assignment
  - Change of Name
  - Other: \_\_\_\_\_
- Effective Date: 04/14/2000.

6 Total number of pages of attached conveyance document including any attachments.

**CONVEYING PARTY(IES):**

Name: The Gambrinus Company  
Formerly:

- Individual  
Citizenship: \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Texas
- Other: \_\_\_\_\_

Address: 14800 San Pedro Avenue  
San Antonio, Texas 78232

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED?

- YES
- NO

**RECEIVING PARTY(IES):**

Name: Spoetzl Brewery, Inc.  
DBA/AKA/TA:

Address: 14800 San Pedro Avenue  
San Antonio, Texas 78232

- Individual  
Citizenship: \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Texas
- Other: \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  Yes  No

ADDITIONAL NAME(S) OF RECEIVING PARTIES ATTACHED?

- YES
- NO

**DOMESTIC REPRESENTATIVE:**

Name:  
Address:

**CORRESPONDENT:**

Name: Daniel D. Chapman  
Address: Jackson Walker, LLP  
112 E. Pecan, Suite 2100  
San Antonio, TX 78205  
Telephone: 210-978-7700

11/16/2000 MTHALL 00000106 2241110  
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**APPLICATION NUMBER(S) OR PATENT NUMBER(S):**

A. Trademark Application No.(s):  
App. No. \_\_\_ filed \_\_\_ for "\_\_\_"

Additional numbers attached?  
 Yes  No

B. Trademark Registration No.(s):  
Reg. No. 2,241,110 issued 4/20/99 for "THE SHINER RIDE"

Additional numbers attached?  
 Yes  No

**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.

  
Daniel D. Chapman

Aug 23 00  
DATE

**TOTAL NUMBER OF PROPERTIES (APPLICATIONS AND REGISTRATIONS) INVOLVED:** 1 (\$40.00 first/\$25.00 each addtl)

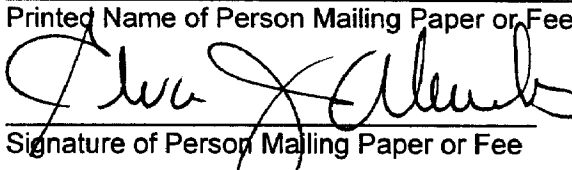
**TOTAL FEE (37 CFR 3.41):** \$40.00  
 Enclosed  
 Authorized to Charge Account No. 07-2400.

**DEPOSIT ACCOUNT NUMBER 07-2400.** (Attach duplicate copy of this form if paying by deposit account.)

**CERTIFICATE OF MAILING**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
<input checked="" type="checkbox"/> With sufficient postage as First Class Mail.	<input type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. _____
Date: <u>8-23-</u> , 2000.	Date: _____, 2000.

ELVA J. Abunty  
Printed Name of Person Mailing Paper or Fee  
  
Signature of Person Mailing Paper or Fee

ASSIGNMENT

1406 Smith Road,  
Suite A,  
Austin, Texas 78721

WHEREAS, NUVO VELO, INC. d/b/a EURO SPORT CYCLES, a Texas corporation, having its principal offices at ~~1905 N. St. Mary's Street, San Antonio, Texas 78212~~, has adopted and used, and is the record owner listed in the United States Patent and Trademark Office of the following trademarks/applications now registered in the United States Patent and Trademark Office and in the appropriate foreign trademark office(s):

RA

REGISTRATION NO.	ISSUE DATE	TRADEMARK
Ser. 2,241,110	Issued: April 20, 1999	THE SHINER RIDE

WHEREAS, THE GAMBRINUS COMPANY, a Texas corporation ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the same trademarks and the said applications:

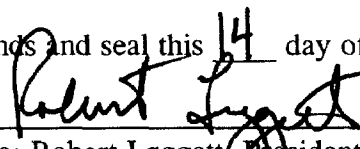
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR do hereby sell, assign, transfer and set over, effective June 9, 1999, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR's favor.

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, I hereunto set our hands and seal this 14 day of April, 2000.

  
Name: Robert Laggett, President

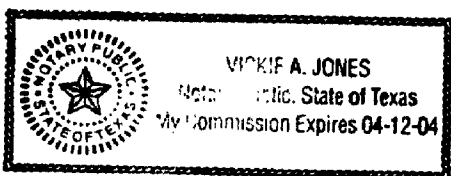
RA

STATE OF TEXAS           §  
                                          §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L<sup>E</sup>GGETT, in his capacity as President of NUVO VELO, INC. d/b/a EURO SPORT CYCLES, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

The Notary acknowledges that he/she (1) personally knows the acknowledging person, or (2) evidence of a witness or an identification card or other document was used to identify the acknowledging person.

GIVEN under my hand and seal of office this 14 day of April, 2000.



Vickie A. Jones  
Notary Public, State of Texas  
VICKIE A. JONES  
Printed Name of Notary  
Commission Expires 4/12/04

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