

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re:	Trademark Application of Sleeman Maritimes Ltd.	:	Law Office 111
Serial No.:	75/562,136	:	Trademark Attorney Karen Strzyz
Filed:	September 30, 1998	:	Attorney Docket No. 8119-5003/GM
For:	MARITIME BEER COMPANY and Design	:	

DESIGNATION OF DOMESTIC REPRESENTATIVE

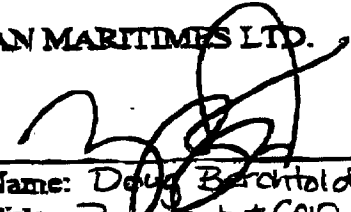
Sleeman Maritimes Ltd., a Canadian corporation, having an address of

551 Clair Road West, Guelph, Ont N1L 1E9

hereby designates Akin, Gump, Strauss, Hauer & Feld, LLP, One Commerce Square, 22nd Floor, 2005 Market Street, Philadelphia, PA 19103 as its domestic representative upon whom notices and processes in proceedings affecting this mark may be served.

SLEEMAN MARITIMES LTD.

Dated: Oct. 17/00

By: 
Name: Doug Barchbold
Title: President & COO

ASSIGNMENT

WHEREAS Maritime Beer Company (2000) Inc. (the "Assignor"), the full post office address of whose principal office or place of business is 6009 Quinpool Road, 10th Floor, Halifax, Nova Scotia, Canada, B3K 5J6, is the owner of the trade-mark, including the application therefor, identified in the attached Schedule (the "Trade-mark");

AND WHEREAS Sleeman Maritimes Ltd. (the "Assignee"), the full post office address of whose principal office or place of business is 1 First Canadian Place, 100 King Street West, Toronto, Ontario, Canada, M5X 1B2, is desirous of acquiring the whole right, title and interest for the United States of America in and to the Trade-marks;

AND WHEREAS the Assignee is acquiring substantially all of the business to which the Trade-mark pertains, as required by 15 U.S.C. §1060;

AND WHEREAS the Assignor hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the Trade-mark before the proper office or agency;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor does sell, assign and transfer unto the Assignee, its successors and assigns, the Assignor's whole right, title and interest in and to the Trade-mark, together with the goodwill of any and all business carried on in association with and symbolized by the Trade-mark, 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 had this sale, assignment and transfer not been made. The provisions of this Assignment are subject to the provisions of the purchase agreement made as of the 27th day of September, 2000 among the Assignor, the Assignee, Sleeman Breweries Ltd., Geosam Investments Limited and 3045894 Nova Scotia Limited, including the covenants,

agreements, representations, warranties, indemnities and limitations therein provided. For greater clarity, the obligations of the Assignor and the Assignee herein shall not exceed those provided for or contemplated in such purchase agreement.

EXECUTED at Toronto, Ontario, this 27th day of September, 2000.

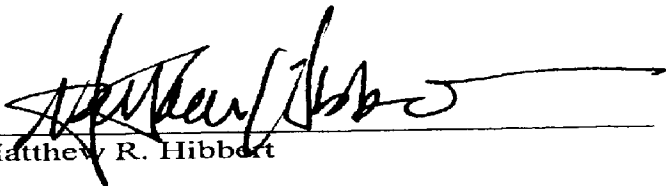
**MARITIME BEER COMPANY (2000)
INC.**

By: _____
Name: Scott Gifford
Title: President

CANADA)
)
PROVINCE OF)
ONTARIO)
)

On this 27th day of September, 2000, before me, a Notary Public in and for the Province of Ontario, duly commissioned and sworn, personally appeared Scott Brookfield of Maritime Beer Company (2000) Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the day and year first written in the Certificate above.


Matthew R. Hibbert

SCHEDULE

TRADE-MARK

Maritime Beer Company

APPLICATION NO.

75/562,136