

12-15-2000



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11-30.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

- 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.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 2194 FRAME: 0937

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1894713"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

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. Charges to deposit account are authorized, as indicated herein.

Lisa Perusse

Lisa Perusse

11-28-00

Name of Person Signing

Signature

Date Signed

SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 28th day of November, 2000 by and between THE BREW HOUSE LIMITED PARTNERSHIP, a Massachusetts limited partnership with a mailing address at 575 Boylston Street, Boston, Massachusetts 02116 (the "Assignor") and JOHN HARVARD'S BREW HOUSE, L.L.C., a Delaware limited liability company with a mailing address at 575 Boylston Street, Boston, Massachusetts 02116 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the registrant and owner of the Service Mark and any and all trade dress associated therewith (the "Mark") as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business in connection with which the Mark are used and which is symbolized by the Mark; and

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Mark; and

NOW, THEREFORE, the Assignor and the Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

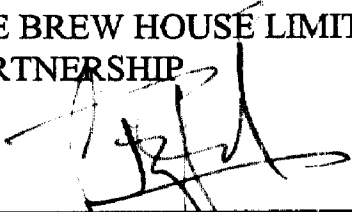
Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest in and to the Mark, together with: (1) all registrations, renewals and statements of use thereof; (2) the goodwill of the business symbolized by and associated with the Mark and the registrations thereof; (3) all income, royalties, and damages hereafter due or payable with respect to the Mark, including without limitation damages and payments for past or future infringements and misappropriations of the Mark; (4) all rights to sue and recover for past, present, and future infringements or misappropriations of the Mark; and (5) all rights in all trade dress, labels, and designs associated with the Mark.

Section 2. Further Assurances. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations, and take all other actions reasonably requested by the Assignee, that may be necessary or appropriate for securing, completing, or vesting in the Assignee full right, title, and interest in the Mark and the other assets referred to in Section 1 above.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, in any number of counterpart copies, as of the 27th day of November, 2000.

Assignor:

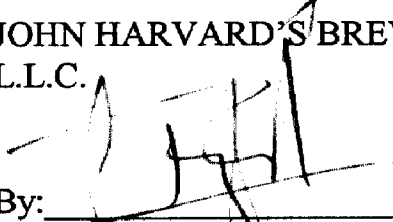
THE BREW HOUSE LIMITED
PARTNERSHIP

By: 

Grenville Byford
Hereunto duly authorized

Assignee:

JOHN HARVARD'S BREW HOUSE,
L.L.C.

By: 

Grenville Byford
Hereunto duly authorized

Exhibit A

SERVICE MARK

TRADEMARK

UNITED STATES
REGISTRATION NO.

REGISTRATION
DATE

**JOHN HARVARD'S
BREW HOUSE**

1,894,713

May 16, 1995