

04-27-2001



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UNITED STATES PATENT AND TRADEMARK OFFICE
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.13.01

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name and address of conveying party:

Brew Moon Enterprises, Inc.
145 Rosemary Street
Suite H
Needham, MA 02454-3254
Attn: Elliot Feiner, President



04-13-2001
U.S. Patent & TMO/TM Mail Rpt Dt. #11

A Massachusetts Corporation

2. Name and Address of receiving party:

Brew Moon Colorado, Inc.
c/o Rock Bottom Restaurants, Inc.
248 Centennial Parkway
Suite 100
Louisville, Colorado 80027
Attn: John Coletta, Chief Financial Officer

1954,543

A Colorado Corporation

3. Nature of Conveyance: Assignment

Execution Date: February 12, 2001

4. Application numbers and registration numbers:

A. Trademark registration numbers:

Registration No.:	Registration Date:	Trademark:
1,954,543	February 6, 1996	BREW MOON (LOGO)
1,963,106	March 19, 1996	ECLIPSE EXTRA STOUT (AND DESIGN)
1,961,784	March 12, 1996	ORION'S RED ALE (AND DESIGN)
1,982,030	June 25, 1996	FRESH IN TIME
2,109,416	October 28, 1997	RHYTHM & BREWS
2,024,413	December 17, 1996	BREW MOON (NOT LOGO)

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02 FC:482
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2,040,046	February 25, 1997	SEE YOU AT THE MOON!
2,106,749	October 21, 1997	A VISION FOR FOOD A PASSION FOR BEER
2,386,352	September 12, 2000	THERE'S A LOT LESS GRAVITY HERE
2,072,964	June 24, 1997	ROCKET
1,961,788	March 12, 1996	NUTCRACKER FESTIVAL ALE SEASONAL
2,402,626	November 7, 2000	CHECK YOUR GRAVITY AT THE MOON.

B. Trademark Application Numbers:

Serial No.:	Filing Date:	Trademark:
75,567,959	November 7, 2000	CHECK YOUR GRAVITY AT THE MOON (AND DESIGN)

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

Pantea Garroussi
 Davis Graham & Stubbs LLP
 1550 17th Street, Suite 500
 Denver, Colorado 80202


6. Total number of applications and registrations involved: 13

7. Total fee enclosed: \$340

8. Deposit account number: not applicable

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.

BREW MOON COLORADO, INC.

By: 
 Title: John Coletta Vice President
 Date: 2.14.01

Total number of pages submitted (including cover sheet and any attached schedules, and conveyance document and any attached schedules): 11

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (this "Assignment") is made and entered into effective as of February 12, 2001 (the "Effective Date") by and between BREW MOON ENTERPRISES, INC., a Massachusetts corporation, SSM VENTURES, INC., a Massachusetts corporation, ATRIUM VENTURES, INC., a Massachusetts corporation, KOP VENTURES, INC., a Pennsylvania corporation (collectively, "Assignors"), and BREW MOON COLORADO, INC., a Colorado corporation ("Assignee").

RECITALS

WHEREAS, Assignors have adopted, used and are using the trademarks and service marks identified on Annex A hereto (the "Registered Marks"), and are the owners of the registrations of and, where applicable, the pending registration applications for such Registered Marks in the United States Patent and Trademark Office; and

WHEREAS, Assignors have adopted, used and are using certain other trademarks and service marks identified on Annex B hereto (the "Common Law Marks," and together with the Registered Marks, collectively the "Marks"), which Assignors have neither registered nor filed applications for registration with the United States Patent and Trademark Office or any state or foreign trademark registrar; and

WHEREAS, pursuant to that Asset Purchase Agreement, dated October 31, 2000, by and between Assignors and Assignee, Assignors have agreed to assign and convey the Marks and the registrations thereof and the pending registration applications therefor to Assignee.

AGREEMENT

NOW, THEREFORE, as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby unconditionally and irrevocably assign and convey unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Registered Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations of the Registered Marks, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations of the Registered Marks or the goodwill associated with the Marks.

Assignors acknowledge that no right to the Marks, their registrations or their applications, is retained by the Assignors or conveyed to any party other than Assignee. Assignors each represent and warrant that the assignment hereby effected and Assignee's ownership and use of the Marks do not and will not infringe upon the intellectual property or other rights of any party, and that the Marks are being assigned free and clear of any encumbrances adverse to Assignee's exclusive rights.

Assignors agree to take all actions and to cooperate as may be reasonably necessary or desirable to complete the transfer of the Marks or to complete any pending application for the

Registered Marks, including but not limited to by execution of any documents reasonably necessary or desirable in connection therewith.

This Assignment and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Assignment shall be governed by federal trademark law where appropriate, but shall be otherwise governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Assignors, by their duly authorized officers, have executed this Assignment to be effective as of the day and year first above written.

ASSIGNORS:

BREW MOON ENTERPRISES, INC.

By: Elliot J Feiner

Print Name: ELLIOT J FEINER

Its: President

KOP VENTURES, INC.

By: Elliot J Feiner

Print Name: ELLIOT J FEINER

Its: President

SSM VENTURES, INC.

By: Elliot J Feiner

Print Name: ELLIOT J FEINER

Its: President

ATRIUM VENTURES, INC.

By: Elliot J Feiner

Print Name: ELLIOT J FEINER

Its: President

ACCEPTED, as of the day and year first above written, by:

ASSIGNEE:

BREW MOON COLORADO, INC.

By: _____

Print Name: _____

Registered Marks, including but not limited to by execution of any documents reasonably necessary or desirable in connection therewith.

This Assignment and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Assignment shall be governed by federal trademark law where appropriate, but shall be otherwise governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Assignors, by their duly authorized officers, have executed this Assignment to be effective as of the day and year first above written.

ASSIGNORS:

BREW MOON ENTERPRISES, INC.

KOP VENTURES, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

SSM VENTURES, INC.

ATRIUM VENTURES, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

ACCEPTED, as of the day and year first above written, by:

ASSIGNEE:

BREW MOON COLORADO, INC.

By: _____

Print Name: John Coletta

Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk) ss.

On this the 14th day of February, 2001 before me appeared the person who signed this instrument, who acknowledged that () he is the president of Brew Moon Enterprises, Inc., and that being duly authorized () he signed such instrument as a free act on behalf of Brew Moon Enterprises, Inc.

Melissa R. Trudo
Notary Public, Melissa R. Trudo

[Seal]

My commission expires: 12/04/03

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk) ss.

On this the 14th day of February, 2001 before me appeared the person who signed this instrument, who acknowledged that (s)he is the president of KOP Ventures, Inc., and that being duly authorized (s)he signed such instrument as a free act on behalf of KOP Ventures, Inc.

Melissa R. Torado
Notary Public, Melissa R. Torado

[Seal]

My commission expires: 12/04/03

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk) ss.

On this the 14th day of February, 2001 before me appeared the person who signed this instrument, who acknowledged that he is the President of SSM Ventures, Inc., and that being duly authorized he signed such instrument as a free act on behalf of SSM Ventures, Inc.

Melvin B. Lugo
Notary Public, Melvin B. Lugo

[Seal]

My commission expires: 12/04/03

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk) ss.

On this the 14th day of February 2001 before me appeared the person who signed this instrument, who acknowledged that (s)he is the President of Atrium Ventures, Inc., and that being duly authorized (s)he signed such instrument as a free act on behalf of Atrium Ventures, Inc.

Melissa R. Lando
Notary Public, *Melissa R. Lando*

[Seal]

My commission expires: 12/24/03

ANNEX A

Trademarks and Trademark Registrations

<u>Trademark or Service Mark:</u>	<u>PTO Registration No.:</u>	<u>Registration Date:</u>
BREW MOON (LOGO)	1,954,543	February 6, 1996
ECLIPSE EXTRA STOUT (AND DESIGN)	1,963,106	March 19, 1996
ORION'S RED ALE (AND DESIGN)	1,961,784	March 12, 1996
FRESH IN TIME	1,982,030	June 25, 1996
RHYTHM & BREWS	2,109,416	October 28, 1997
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SEE YOU AT THE MOON!	2,040,046	February 25, 1997
A VISION FOR FOOD A PASSION FOR BEER	2,106,749	October 21, 1997
THERE'S A LOT LESS GRAVITY HERE	2,386,352	September 12, 2000
ROCKET	2,072,964	June 24, 1997
NUTCRACKER FESTIVAL ALE SEASONAL	1,961,788	March 12, 1996
CHECK YOUR GRAVITY AT THE MOON	2,402,626	November 7, 2000

Pending PTO Trademark and Service Mark Applications

<u>Trademark or Service Mark:</u>	<u>PTO Serial No.:</u>	<u>Filing Date:</u>
CHECK YOUR GRAVITY AT THE MOON (and design)	75,567,959	November 7, 2000

ANNEX B

Common Law Trademarks and Service Marks

Alternative Ale
Beanpot Bitter
Biere Blache
Big Bang Brown
Black Hole Lager
Boston Scotch
Brew Moon Hefeweizen
Broadway Blond
Cask Prussia's Pride ESB
Charles River Dunkel
Church St. Kolsch
Dangerous Tripel
Echo Rock Pale Ale
Eclipse Stout
Employment at the Moon
Faux Pas
Fris Opdienen
Grasshopper IPA
Great Pacific Pale Ale
Herbale
Improper Hopper IPA
Lost Planet EPA
Lunar Sampler
Marzen Lager
Mayberry Wheat
Mayberry Wheat R.F.D
Moonlight Lager
Munich Gold
Nutcracker Festival Ale
Octoberfest Autumn Amber
Old Toasted Head
Orion Red
Orion's Irish Amber
Planetary Porter
Prussia's Pride ESB
Purple Plum Wheat Ale
Rocket Rootbeer
Special "B"
Toasted Head IPA
Tony's Steamin Lager
Triple "C" Special Ale
Triple Faux Pas