

03-28-2002

ET

Docket No.:

GAD TM101US



102034324

Tab settings

To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Hops Brewing Company, Inc.

3-18-02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State **Rhode Island**  
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **Bill of Sale**

Execution Date: **October 31, 1995**

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

Name: **The Brew House, L.L.C.**

Internal Address: **35 Braintree Hill Office Park**

Street Address: **PO Box 859078**

City: **Braintree** State: **MA** ZIP: **02184**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other **Limited Liability Company - Delaware**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N  
(Designations must be a separate document from  
Additional name(s) & address(es) ☐ Yes ☒ N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,918,251

Additional numbers

☐ Yes ☒ No

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

Name: **Teresa C. Tucker**

Internal Address: **Grossman, Tucker, Perreault &**

**Pflegger, PLLC**

Street Address: **795 Elm Street, Suite 604**

City: **Manchester** State: **NH** ZIP: **03101**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2121

03/27/2002 DBYRNE 00000239 1918251

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.

**Teresa C. Tucker**

Name of Person Signing

*Teresa C. Tucker*

Signature

February 21, 2002

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002470 FRAME: 0411

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2002 MAR 18 AM 11:16  
FINANCE SECTION

**BILL OF SALE****HOPS BREWING COMPANY, INC.****TO****THE BREW HOUSE, L.L.C.**

**THIS BILL OF SALE is executed and delivered pursuant to the Capital Contribution Agreement dated as of April 27, 1995 (the "Purchase Agreement") among OCEAN STATE BREWING COMPANY, L.L.C., a Rhode Island limited liability company ("OSBC"), HOPS BREWING COMPANY, INC., a Rhode Island corporation (the "Manager"), the Original Investors named therein, THE BREW HOUSE, L.L.C. ("BHLLC"), a Delaware limited liability company, THE BREW HOUSE LIMITED PARTNERSHIP, a Massachusetts limited partnership and The BREW HOUSE RHODE ISLAND, L.L.C., a Rhode Island limited liability company. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein with the meanings so defined.**

**1. For good and valuable consideration, receipt of which is hereby acknowledged, the Manager does hereby sell, convey, assign, transfer and deliver to BHLLC the following described property and assets of the Manager relating to the Acquired Business, each as in existence on December 31, 1994, other than changes occurring in the ordinary course of business consistent with past practices:**

**a. All patents, patent rights, inventions, processes, designs and applications for patents of the Manager used or useful in the operation of the Acquired Business (the "Manager Patents"; the OSBC Patents and the Manager Patents being the "Patents"), and all trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, trade names, registered designs and unregistered design rights of the Manager used or useful in the operation of the Acquired Business (the "Manager Trademarks"; the OSBC Trademarks and the Manager Trademarks being the "Trademarks"), including the patents and trademarks listed on Schedule 1.2(a) to the Purchase Agreement.**

**b. All rights of the Manager under all licenses, permits, authorizations, approvals, consents and franchises used by the manager in connection with the operation of the Acquired Business, including those listed on Schedule 1.2(b) to the Purchase Agreement (the "Manager Licenses; the OSBC Licenses and the manager Licenses being the "Licenses").**

**c. All trade secrets, processes, know-how, procedures, recipes, formulae and confidential information of the Manager used or useful in the**

operation of the Acquired Business (the "Manager Trade Secrets"; the OSBC Trade Secrets and the Manager Trade Secrets being the "Trade Secrets").

d. All rights of the Manager under any licenses for Intellectual Property (as defined in Section 3.9) used or useful in the operation of the Acquired Business (the "Manager IP Licenses"; the OSBC IP Licenses and the Manager IP Licenses being the "IP Licenses").

e. All books and records of the Manager (including without limitation computerized records, computer software, and computer programs) used or useful in the operation of the Acquired Business.

f. All rights of the Manager under any contracts relating to the Acquired Business (the "Manager Contracts"; the OSBC Contracts and the Manager Contracts being the "Contracts"), including without limitation those described in Schedule 1.2(e) to the Purchase Agreement.

g. All other assets (if any) held or owned by the Manager and primarily used by it in connection with the Acquired Business, but specifically excluding the Excluded Assets described in Section 1.3 of the Purchase Agreement.

2. Notwithstanding the provisions of paragraph 1 of this Bill of Sale, the following assets of the Manager shall not be included in the Assets being contributed by the Rhode Island Entities to BHLLC:

(a) Stock books, minute books and other corporate records of the Rhode Island Entities.

(b) All books and records of the Rhode Island Entities relating to taxes paid or payable by the Rhode Island Entities.

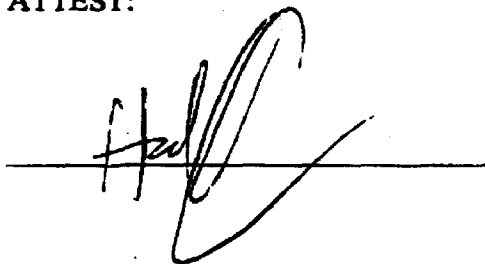
(c) The Manager's cash-on-hand as of the close of business on December 31, 1994.

3. The Manager agrees to execute and deliver from time to time, at the request and expense of BHLLC, such other and further separate and specific bills of sale, assignments, and other instruments of transfer of any and all items of property contemplated to be transferred hereby, as may reasonably be requested by BHLLC.

IN WITNESS WHEREOF, as of the 31st day of October, 1995, the Manager has executed this instrument under seal.

ATTEST:

HOPS BREWING COMPANY< INC.

A handwritten signature, possibly reading "Hannah", is written over a horizontal line.

By:   
Authorized Signatory

**SCHEDULE 1.2 (a) - Manager's Trademarks**

**Federal Trademarks**

**-pending on Union Station Brewery**

**State Trademarks**


**-Golden Spike Ale**

**-Rhode Island's Premium Beer**

**-Black Bear's Ale**

**-Pawsox Pale Ale**

**-Ocean State Ale**

A handwritten signature or set of initials, possibly reading 'G. S. H.', is located in the bottom right corner of the page.