EL852790544US

OFFICE OF PUBLIC RECORDS
2002 MAR 27 AM 11:07

04-17-2002

3.29.02

Form PTO-1594 (Rev. 03/01) R
OMB No. 0651-0027 (exp. 5/31/2002)
FINANCE SECTION

102057722

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Widmer Brothers Brewing Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Oregon
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: 2033 Partners LLC

Internal Address:

Street Address: 7235 S.W. Stephen Lane

City: Portland State: OR Zip: 97225

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: 03/01/2002

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

A. Trademark Application No.(s)

78082982

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Brian Flagler

Internal Address: Davis Wright Tremaine

Street Address: 1300 S.W. Fifth Ave.
Suite 2300

City: Portland State: OR Zip: 97201

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:

040258

(Attach duplicate copy of this page if paying by deposit account)

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.

Kristine Fyfe
Name of Person Signing

Kristine Fyfe
Signature

3/28/02
Date

Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/28/2002 DAHAS11 00000036 78082982
01 FC:481 40.00 OP

ASSET PURCHASE AGREEMENT

BETWEEN:	Widmer Brothers Brewing Company an Oregon corporation 929 North Russell Portland, Oregon 97227 Facsimile: (503) 281-2761	("Seller")
AND	2033 Partners LLC an Oregon limited liability company 7235 S.W. Stephen Lane Portland, Oregon 97225 Facsimile: (503) 291-7036	("Purchaser")
EFFECTIVE DATE:	March 1, 2002	("Effective Date")

RECITALS:

A. Seller is the owner of certain assets used in the production, distribution, marketing and licensing of a fruit-flavored malt beverage to be marketed under the Kazi or Kazi Beverage Company brand (the "Acquired Brand").

B. Purchaser desires to acquire certain of the assets used or held for use in relation to the Acquired Brand and Seller is willing to sell such assets on the terms and subject to the conditions set forth in this Agreement.

C. Concurrently with the execution and delivery of this Agreement, the parties have executed and delivered a Production Agreement, by which Purchaser will be engaging the services and facilities of Seller for manufacturing of the Acquired Brand (the "Production Agreement"), and an Assignment and Assumption Agreement by which Seller will assign certain rights and delegate certain duties arising after the Effective Date and Purchaser will assume such rights and obligations, Seller has executed and delivered a bill of sale to Purchaser (the "Bill of Sale").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. DEFINITIONS AND OTHER MATTERS.

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, when used herein, shall have the following meanings:

"Claim" means all (i) liabilities, losses, damages (including, without limitation, consequential damages), judgments, awards, penalties and settlements; (ii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately

determined to be valid; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

"Director of Marketing" means Timothy McFall or his successor.

"**Governmental Authority**" means any nation or government, foreign or domestic, any state or other political subdivision thereof, and any agency or other entity exercising executive, legislative, judicial, regulatory or administrative functions of government. including, without limitation, all taxing authorities.

"**Law**" or "**Laws**" means any statute, rule, common law, ordinance, regulation, order, writ, judgment, injunction, decree, determination, or award enacted or promulgated by a Governmental Authority.

"**Lien**" means any interest, consensual or otherwise, in property securing a monetary obligation owed to, or a claim by, a person or entity other than the owner of the property, whether such interest is based on the common law, statute or contract.

"Seller's Knowledge" means the knowledge of Timothy McFall and Terry Michaelson in the exercise of ordinary business judgment and discretion in good faith, without any duty of inquiry.

2. ASSETS PURCHASED; LIABILITIES ASSUMED.

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, the assets and properties set forth on Exhibit 2.1 (the "Purchased Assets").

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Section 2.2, the Purchased Assets exclude any rights or assets not solely used or held for use in connection with the Acquired Brand. Without limiting the foregoing, the following are specifically excluded from the sale contemplated hereby and shall not be purchased by Purchaser hereunder:

(a) cash on hand, bank accounts, cash equivalents or instruments;

(b) Seller's minute books, tax returns, corporate seal, and other corporate documents;

(c) Seller's accounts receivable;

(d) all equipment, rolling stock, tools, spare parts, furniture, appliances, and fixtures used or held for use by Seller in conducting production of the Acquired Brand, together with any replacements thereof or additions thereto;

(e) all inventories of supplies, raw materials, and work-in-progress related to the Acquired Brand owned by Seller on the Effective Date; and

(f) all preliminary formulas, samples, market research, business plans, and financial analyses and budgets related to the Acquired Brand.

2.3 No Assumed Liabilities. Purchaser is not assuming, and shall not be deemed to have assumed any liabilities of Seller except for those obligations set forth in the contracts assigned as part of the Purchased Assets (the "Assigned Contracts") to the extent such liabilities arise after the date of this Agreement. Purchaser shall not have any obligation for or with respect to any liability or obligation of Seller of any nature whatsoever, whether accrued or fixed, absolute or contingent, known or unknown, or determined or determinable, and whether incurred prior to, on, or after the Effective Date (including but not limited to any liability or obligation of Seller with respect to the Purchased Assets or the Assigned Brand incurred prior to the Effective Date), except for (a) the liabilities arising from the Assumed Contracts incurred on and following the Effective Date and (b) liabilities or obligations with respect to the Purchased Assets or the Assigned Brand incurred on or following the Effective Date.

2.4 Purchase Price. The aggregate purchase price (the "Purchase Price") for the Purchased Assets shall be the amount of $50,000.

2.5 Payment of Purchase Price. The Purchase Price shall be paid to Seller as follows:

(a) Concurrently with the execution and delivery of this Agreement, Purchaser has paid the sum of $25,000 (the "Down Payment") by a certified or bank cashier's check or electronic wire transfer in immediately available funds to Seller to an account designated by Seller.

(b) Purchaser shall pay an additional sum of $25,000 (the "Second Payment") by a certified or bank cashier's check or electronic wire transfer in immediately available funds to Seller to an account designated by Seller not more than sixty (60) days after the first day of wholesale distribution of the Acquired Brand pursuant to the terms and conditions of the Production Agreement.

2.6 Pre-Distribution Assistance. Prior to commencement of wholesale distribution of the Acquired Brand, Seller agrees to provide to Purchaser not more than fifty (50) hours of marketing assistance and advice ("Marketing Assistance") by its Director of Marketing at no charge except for all out-of-pocket expenses incurred by Seller or the Director of Marketing resulting from the provision of the Marketing Assistance including (without limitation) travel, food, and lodging expenses if any Marketing Services are provided out of town. Purchaser acknowledges that as of February 10, 2002, Seller has provided 39.75 hours of Marketing Services which shall apply toward the fifty (50) hour obligation. For each documented hour of Marketing Assistance in excess of fifty (50) that the Director of Marketing provides to Purchaser related to the Acquired Brand, Purchaser shall pay to Seller $75.00 per hour for each hour reasonably invoiced by Seller. Unless otherwise agreed in writing, the

Director of Marketing will not be required to provide more than seventy-five (75) additional hours of Marketing Assistance beyond the initial fifty (50) hours.

2.7 Allocation of the Purchase Price. Purchaser and Seller agree that the Purchase Price shall be allocated among the Purchased Assets in accordance with Exhibit 2.7 attached hereto, which has been prepared in accordance with Section 1060 of the Internal Revenue Code. Each of parties agrees to report this transaction for state and federal tax purposes reflecting the allocation set forth on Exhibit 2.7.

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Purchaser the following statements are true and correct on the Effective Date:

3.1 Corporate Organization. Seller is a corporation duly organized and validly existing under the laws of the State of Oregon. Seller is duly qualified or licensed as a foreign corporation and is in good standing or validly existing in each jurisdiction where the nature of the Acquired Brand or the ownership or use of the Purchased Assets requires such qualification or license, except where failure to so qualify would not have a material adverse effect. Set forth on Exhibit 3.1 attached hereto is a list of the jurisdictions in which Seller is qualified or licensed to do business under the Acquired Brand.

3.2 Corporate Power and Authority. Seller has all requisite corporate power and authority to own, lease, possess and operate the Purchased Assets. Seller has all requisite corporate power and authority to enter into, execute, deliver and perform this Agreement and all instruments, documents and agreements to be executed and/or delivered in connection with this Agreement by Seller.

3.3 Authorization; Enforceability. This Agreement has been duly authorized, executed and delivered by Seller. This Agreement constitutes a valid and binding agreement of Seller, enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, reorganization, insolvency or other laws affecting the enforcement of creditors' rights generally or the availability of equitable remedies subject to the discretion of the court.

3.4 Absence of Certain Conflicts. Except as disclosed on Exhibit 3.4 attached hereto, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) conflict with or result in a breach of any provision of the Articles of Incorporation or Bylaws of Seller; (b) to Seller's Knowledge, result in a loss of rights or in a default (or give rise to any right of termination, cancellation or acceleration), with or without notice or lapse of time, under any of the provisions of any Assigned Contract, except for such loss or rights or defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained, which necessary waivers or consents are listed on Exhibit 3.4, attached hereto; or (c) to Seller's Knowledge, violate any judgment, decree, order, injunction, or any law applicable to Seller or any of the Purchased Assets or the Acquired Brand.

3.5 Title to Purchased Assets. Except as disclosed on Exhibit 3.5 attached hereto, Seller has good and valid title to all of the Purchased Assets, free and clear of all Liens, claims, charges, restrictions and encumbrances, except for the Lien of current taxes not yet due and payable, if any. On the Effective Date, Seller will have good and valid title to all of the Purchased Assets, free and clear of all Liens, claims, charges, restrictions and encumbrances, except the Lien of current taxes not yet due and payable, if any.

3.6 Assigned Contracts. Seller has delivered to Purchaser true and complete copies of all the written Assigned Contracts to the extent readily available to Seller, with all amendments thereto and a summary of all oral Assigned Contracts. To Seller's Knowledge, Seller is not in breach or violation of, or in default under, any of the Assigned Contracts, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not constitute a default or breach under any of the Assigned Contracts, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not give rise to any consent requirement under any of the Assigned Contracts except for those consents obtained by Seller. No party to any of the Assigned Contracts has given Seller written notice of its intention to cancel, terminate or fail to renew such Assigned Contract. With respect to each Assigned Contract that requires the consent of other parties thereto to transfer the Purchased Assets as contemplated hereby, Seller has obtained all such consents and has provided or will provide Purchaser with copies thereof.

3.7 Intellectual Property and Intangibles. Exhibit 2.1 attached hereto sets forth a complete list of all patents, trademarks, service marks, trade names or that are included in the Purchased Assets (the "Intellectual Property Rights"). Except as set forth in Exhibit 2.1: (a) Seller owns, possesses, or has the right to use all Intellectual Property Rights; (b) no royalties, honorariums, or fees are payable by Seller to other persons by reason of ownership, sale, license, or use of the Intellectual Property Rights; (c) to Seller's Knowledge, no product or service intended to be manufactured, marketed or sold under the Acquired Brand violates any licenses or infringes any intellectual property rights of another; (d) there is no pending, or, to Seller's Knowledge, threatened claim or litigation against Seller contesting the validity of or right to use any of the Intellectual Property Rights and the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby will not breach, violate, or conflict with any instrument or agreement governing the Intellectual Property Rights and will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any of the Intellectual Property Rights or in any way impair the right of Purchaser to use, sell, license, or dispose of or to bring any action for the infringement of any Intellectual Property Rights.

3.8 Licenses, Permits, and Authorizations. Exhibit 3.8 attached hereto contains a complete list of all material approvals, authorizations, consents, licenses, franchises, orders, certifications and other permits issued by any Governmental Authority which are, to Seller's Knowledge, necessary or required for the ownership of the Purchased Assets or the production or distribution of the Acquired Brand (the "Permits"). Seller has, to Seller's Knowledge, obtained and will following the Effective Date continue to have all Permits and has made prior to the Effective Date all filings with any Governmental Authority which may be required under the terms of any Permit. To Seller's Knowledge, the Permits are in full force and effect and no material violations are or have been recorded with respect to any Permit, no

proceeding is pending, or, to Seller's Knowledge, threatened in writing, to revoke or limit any Permit.

3.9 Brokers and Finders. Neither Seller nor any person acting on behalf of Seller has employed any broker, agent or finder or incurred any liability or obligation for any brokerage fees, agents' commissions, or finders' fees in connection with the transactions contemplated by this Agreement.

3.10 Accuracy and Completeness of Representations and Warranties. No representation or warranty made by Seller in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein not misleading.

3.11 Exclusions. Except as expressly set forth above in this Agreement, Purchaser shall take the Purchased Assets "AS IS WITH ALL FAULTS" and Seller shall not be liable in any manner for any verbal or written statements or representations other than those set forth above in this Section 3 relating to the Purchased Assets and the Acquired Brand. SELLER SPECIFICALLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to Seller that the following statements are true and correct on the Effective Date.

4.1 Corporate Organization. Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Oregon.

4.2 Corporate Power and Authority. Purchaser has all requisite limited liability company power and authority to enter into, execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby.

4.3 Authorization; Enforceability. The members of Purchaser have duly approved and otherwise taken or caused to be taken all limited liability company action necessary for the authorization, execution, delivery, and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser. This Agreement constitutes a valid and binding obligation of Purchaser, enforceable against it in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, reorganization, insolvency, or other laws affecting the enforcement of creditors' rights generally or the availability of equitable remedies subject to the discretion of the court.

4.4 Absence of Certain Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with or result in a breach of any provision of the Articles of Organization or Operating Agreement of Purchaser, or to the knowledge of Purchaser, violate any judgment, decree, order, injunction, or any law applicable to Purchaser.

4.5 Brokers and Finders. Neither Purchaser nor any person acting on behalf of it has employed any broker, agent, or finder or incurred any liability or obligation for any brokerage fees, agents' commissions, or finders' fees in connection with the transactions contemplated hereby.

4.6 Litigation. There is no action or suit pending or, to Purchaser's knowledge, threatened which alone or in the aggregate with other actions and suits could reasonably be expected to restrict Purchaser's ability to carry out the transactions contemplated by this Agreement.

4.7 Due Diligence. Purchaser represents, warrants, and acknowledges that it has had full opportunity to conduct any due diligence it deems necessary or appropriate with respect to the Purchased Assets and the Acquired Brand, and it has entered into this Agreement on the basis of (a) its own investigation of all facts and conditions underlying or relating to the Purchased Assets and the Acquired Brand, and (b) the representations and warranties and covenants of Seller set forth in this Agreement (which shall not be deemed limited in any way by Purchaser's due diligence or the opportunity to have conducted same) and has not relied on any verbal or written statements made by any person other than the representations and warranties made in Section 3 of this Agreement.

4.8 Accuracy and Completeness of Representations and Warranties. No representation or warranty made by Purchaser in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein not misleading.

5. COVENANT NOT TO COMPETE.

5.1 Covenant Not To Compete. In consideration for this Agreement, Seller hereby covenants and agrees that for a period commencing on the Effective Date and terminating on the earlier of (a) the fourth anniversary date of this Agreement or (b) the date the Production Agreement expires or is terminated, Seller will not (x) market or sell a non-malt flavored alcoholic beverage competitive with the Acquired Brand or (y) directly or indirectly request or encourage any prior suppliers or customers of Seller to curtail, reduce, or cancel their business done with Purchaser. The foregoing will not restrict Seller's right to manufacture any product (including a malt-flavored beverage) for another party that is not affiliated with Widmer.

5.2 Severability. The parties intend that the covenants contained in this Section 5 shall be construed as a series of separate covenants, one for each county in Oregon and each State outside Oregon. The parties further agree that if a court or arbitrator should hold any portion of the covenants contained in Section 5.1 unenforceable for any reason, the maximum restrictions of time, scope and geographic area reasonable under the circumstances, as determined by the court or arbitrator, will be substituted for the restrictions held unenforceable.

5.3 Enforcement. It is recognized that damage in the event of breach of the covenants contained in this Section 5 would be difficult if not impossible to ascertain. It is therefore agreed that, notwithstanding any other provision of this Agreement, the aggrieved party, in addition to and without limiting any other remedy or right that it may have, shall have

the right to an injunction, temporary restraining order, or other injunctive relief issued by a court of competent jurisdiction enjoining such breach.

6. COVENANTS.

6.1 Consents and Approvals. The parties hereto will use their respective commercially reasonable efforts to obtain, and each party shall cooperate with and assist the other party in obtaining, all consents, waivers, amendments, modifications, approvals, authorizations, permits and licenses which are required to be obtained by such party to effectuate this Agreement and the related agreements contemplated by this Agreement and to transfer the Purchased Assets to Purchaser.

6.2 Public Announcements. The parties will consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement and the transactions contemplated hereby. Neither Purchaser nor Seller nor any of their Affiliates will issue any such press release or make any such public statement without the prior consent of the other party except as may be required by Law, in which case the party desiring to issue a press release or make a public statement shall advise the other parties hereto prior to doing so.

7. DEFAULT.

7.1 Remedies. In the event Purchaser fails to perform any of the terms, covenants, or conditions set forth in this Agreement, time of payment and performance being of the essence, Seller may, subject to the requirements of notice provided in Section 7.2, have any or all of the following remedies:

(a) the right to exercise each and all of the remedies granted to Seller by any Law; and

(b) the right to have a receiver appointed to take possession, manage, control and/or sell the Purchased Assets and collect the profits and pay the net proceeds therefrom as ordered by a court of competent jurisdiction.

7.2 Notice of Default to Purchaser. If Purchaser fails to make the Second Payment within ten (10) days after the date the same becomes due, Purchaser shall be in default under this Agreement, and Seller must give not less than ten (10) days' notice of default to Purchaser. Purchaser shall not be in default for failure to perform the terms, covenants and conditions of this Agreement, other than failure to make payments of the Second Payment or the Premium Payment when and as due, until notice of default has been given to Purchaser and Purchaser has failed to remedy the default within thirty (30) days after notice is received.

7.3 Notice of Default to Seller. Seller shall not be in default for failure to perform the terms, covenants, and conditions of this Agreement until notice of default has been given to Seller and Seller has failed to remedy the default within thirty (30) days after notice is received.

8. INDEMNIFICATION.

8.1 Survival of Representations and Warranties. All representations and warranties contained in this Agreement or made pursuant hereto, whether express or implied, shall terminate three (3) years from the Effective Date and thereafter shall be of no force or effect, except for any claim with respect to which notice has been given to the party to be charged prior to such expiration date.

8.2 Seller's Indemnification. Seller hereby agrees to indemnify and hold Purchaser, its successors, and assigns, harmless from and against any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the Acquired Brand prior to the close of business on the day before the Effective Date, and any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of Seller under this Agreement.

8.3 Purchaser's Indemnification. Purchaser hereby agrees to indemnify and hold Seller, its successors, and assigns, harmless from and against any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the Acquired Brand prior to the close of business on or after the Effective Date, and any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of Purchaser under this Agreement.

8.4 Limitations on Indemnification. Any Claim for indemnification by Purchaser under this Agreement must arise on or before the third (3rd) anniversary of the Effective Date; provided, however, there shall be no time limitation on Claims or actions brought for breach of the representation or warranty made pursuant to Section 3.5 of this Agreement. The maximum cumulative liability of Seller for all Claims whenever arising shall not exceed $150,000.00. The limits on liability set forth in this Section applies to Claims brought directly by Purchaser against Seller and Claims brought by a third party claimant against Purchaser entitled to indemnification under this Agreement.

8.5 Indemnification Procedures. If any Claim is asserted by a third party that gives rise to the right of indemnification under this Agreement, the party entitled to indemnification (the "Indemnified Party") will notify the party required to provide indemnification (the "Indemnifying Party") with respect of the existence of such Claim and of the facts within the Indemnified Party's actual knowledge that could reasonably relate thereto within a reasonable time after discovery or receipt of notice of such Claim, not to exceed fifteen (15) days. The Indemnifying Party will then have the right to contest, negotiate or settle any such Claim through counsel of its own selection, solely at the cost, risk, and expense of the Indemnifying Party. Notwithstanding the preceding sentence, the Indemnifying Party will not settle, compromise, or offer to settle or compromise any such Claim that would materially compromise any rights of the Indemnified Party without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld, delayed, or conditioned.

9. MISCELLANEOUS.

9.1 Notices. All notices required or permitted to be given under this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered five (5) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier warrants that delivery will occur. Telex or telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the addresses set forth below their respective signatures. Notices to Seller shall be effective only if sent to the attention of Terry Michaelson and if a copy is sent to Miller Nash LLP, Attention: David G. Bristol, 111 S.W. Fifth Avenue, Suite 3500, Portland, Oregon 97204, Facsimile Number (503) 224-0155. Notices to Purchaser shall be effective only if sent to the attention of Jim Lampus and if a copy is sent to James K. Neill, Davis Wright Tremaine LLP, 1300 SW Fifth Avenue, Suite 2300, Portland, Oregon 97201, Facsimile Number (503) 778-5299.

9.2 Section Headings. The section headings in this Agreement are for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

9.3 Incorporation of Exhibits. All exhibits referenced in and attached to this Agreement are by this reference incorporated into and made a part of this Agreement.

9.4 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts made and wholly performed within Oregon by persons domiciled in Oregon. Exclusive jurisdiction and venue shall lie with the state and federal courts located in Multnomah County, Oregon and both parties waive any right to claim that a more convenient forum may be found.

9.5 Severability. Any provision of this Agreement that is deemed invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

9.6 Integration; Amendment. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing executed by the parties.

9.7 Waiver. No provision of this Agreement shall be waived unless the waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision or of any

other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

9.8 Attorney Fees. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees including without limitation reasonable attorney fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery incurred by such party or parties in such suit or action, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

9.9 Continuing Agreement; Binding Effect. This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties and their respective successors, heirs, and permitted assigns.

9.10 Assignment. Neither party may assign this Agreement, in whole or in part, without the express, written consent of the other party.

9.11 No Third Party Beneficiary Rights. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

WIDMER BROTHERS BREWING COMPANY,
an Oregon corporation

By: _____

Name: Rob Widmer

Title: V.P.

PURCHASER:

2033 PARTNERS LLC,
an Oregon limited liability company

By _____

Name: James J. Lampus

Title Member

EXHIBIT 2.1

Purchased Assets

1. **KAZI Trademark.** An intent to use application was filed on September 6, 2001, to register the name KAZI in Class 32. Purchaser has received a copy of the full trademark search. To Seller's Knowledge, the mark does not infringe on the rights of any third party. Seller makes no other representations or warranties with respect to the mark, including (without limitation) the likelihood that the U.S. Patent and Trademark Office will register the mark or that the mark may infringe on the rights of a third party.

2. **Designs and Logos.** The following packaging designs and logo designs, copies of which have been delivered to Purchaser:

Bottle crown/cap	
Body and neck label	Original & Cranberry
6-pack carriers	Original & Cranberry
Corrugated boxes/mother cartons	Original & Cranberry

The rights transferred are subject to the terms and conditions of the Hornall Anderson Design Works Client Services Agreement and the addendum dated March 1, 2002, attached hereto.

3. **Permits and Licenses.** Governmental permits, licenses, and consents (if any) to the extent assignable with no cost or risk to Widmer.

4. **Product Formula.** Product formula and ATF statement of processes. The latest revisions to the statement of processes are pending ATF approval.

HORNALL ANDERSON DESIGN WORKS

Client Service Agreement

We are pleased to be doing work with Widmer Brothers Brewing Company (the "Client") and look forward to a successful relationship. This Client Service Agreement details the terms on which Hornall Anderson Design Works, Inc. ("Hornall Anderson") will provide consulting, design and/or programming services for any and all Client projects. Hopefully all your questions are addressed, if not, please let us know.

1. Service

1.1 Hornall Anderson will perform the services (the "Deliverables"), which are detailed in the Job Order(s) attached to this Agreement and which are incorporated by reference and made a part of this Agreement. Note that a proposal becomes a Job Order when signed by the Client.

1.2 The Job Order includes: (a) a description of the Deliverables, (b) the scope of the work to be performed, and (c) an estimated cost of the work and the payment terms.

2. Client Representation

2.1 Client shall appoint an individual or individuals with full authority to provide or obtain any necessary information and approvals that may be required by Hornall Anderson and to act as the Client's agent for all aspects of the Project. Client's final signature is required on all final documents and documentation, design, software and other items prior to their release for production, development and/or implementation.

3. Change Procedures

3.1 Hornall Anderson and Client acknowledge that changes to the Deliverables are a likely result of the collaborative process under which we will be working (referred to collectively as the "Change Order".)

3.2 In order to accommodate the approval of a Change Order, Client agrees to designate a representative with the authority to (a) approve changes and the cost of changes as detailed in the Change Order, (b) approve the Deliverables, and (c) make all other decisions hereunder on behalf of Client. Client acknowledges that actions by such representative, which prevent Hornall Anderson from meeting the delivery dates detailed in the Job Order, may result in increased cost. Client acknowledges that any delay in its approval of the Change Order or acceptance may result in higher costs of the Deliverables. Unless and until otherwise designated in any amendment to the Job Order, Client's designated representative is Tim McFall (the "Client Representative").

3.3 Upon identification of a change, Hornall Anderson will provide the Client Representative with a description of the Change, the cost of the Change, and the impact of the Change, if any, on any delivery dates set forth in the Job Order. Upon acceptance of the Change by the Client Representative, this Agreement will be amended by incorporation of the approved Change Order and any impact on the timing of delivery. In the event that approval of the Client Representative is given verbally, Hornall Anderson will confirm the Change in writing as soon as possible.

4. Compensation

4.1 Client agrees to pay Hornall Anderson for the services provided in accordance with the budget included in the Job Order. Upon signing the Job Order, Client shall pay a percentage of the total estimated cost before work begins. The specific percentage is stated in the Job Order. Payments on all subsequent invoices will be due 10 days after invoice; any payments not received in a timely manner will be subject to an interest charge of 1.5% per month. The Client will be responsible for any additional costs and expenses, which result from the work ordered, as well as any Changes which result from design or technical development decisions made by Client. Client will receive an additional final "outside cost" invoice within 1-2 months after completion of the Project for outside costs and reimbursables. If the project is interrupted for 20 working days or more, and the delay is not the responsibility of Hornall Anderson Design Works, there will be an additional start-up fee equal to 10% of the total fee for the Project.

4.2 In addition to the fees stated on the Job Order, Client will reimburse Hornall Anderson for out-of-pocket expenses incurred in performing its services under the Agreement. Outside Costs, when billed through Hornall Anderson, will be at cost plus an agency standard 20% surcharge. Outside Cost examples include, but will not be limited to, proofreading, image scanning, comp materials and supplies necessary for completion of the project. In the event of large expenditures including, but not limited to printing, illustration, photography, travel, lodging, hardware, and/or software, Hornall Anderson may request that the Client pay for such expenses directly.

4.3 Fees quoted by Hornall Anderson in the proposal/Job Order remain in effect for 30 days from the date of the proposal, and are subject to modification after that time. Fees are subject to modification if the final scope of work is different from that outlined in the Job Order. Changes made after client approval of designs, code or mechanical artwork are not included in the original budget and will be billed additionally at Hornall Anderson's hourly rate.

5. Rights Granted

5.1 Upon full and final payment as stated in any and all Job Orders, all materials prepared by Hornall Anderson pursuant to this Agreement (other than the materials retained by Hornall Anderson as specified below) will be owned jointly by Client and Hornall Anderson to use as they see fit. Hornall Anderson shall own all intellectual property rights in any materials, including designs, concepts, artwork, methodologies and content, which were created, owned, acquired, or licensed by Hornall Anderson or Hornall Anderson's agents, consultants or employees outside the scope of the services to be provided to Client under this Agreement. To the extent that part or all of such material forms a part of any material provided by Hornall Anderson to Client, Hornall Anderson hereby grants to Client a perpetual, non-exclusive royalty-free world-wide license to use such intellectual property rights therein for use solely for Client's own business, provided that such license for developed electronic code or mechanical art shall be only to the extent that Hornall Anderson has, or prior to completion or final performance of the services under the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others because of such grant. Client agrees that it shall not assign any right in such license and that it shall not decompile nor reverse engineer any intellectual property subject to such license. Client does have the right to trademark the final art. In addition, Hornall Anderson shall own preliminary versions of materials not incorporated into final versions of materials provided by Hornall Anderson to Client, and Hornall Anderson will own any concepts, ideas, methodologies or approaches developed by Hornall Anderson under this Agreement which are of general applicability and which are not Project specific, provided that the ownership and use of such preliminary versions, concepts, ideas, methodologies or approaches does not infringe (i) any copyright of Client, (ii) any other proprietary right of Client not derived from the Deliverables produced hereunder, or (iii) any obligation of confidentiality of Hornall Anderson to Client.

6. Confidentiality; Non-Solicitation

6.1 The term "Confidential Information" shall mean any information, written or oral, disclosed to a party (the "Receiving Party") by the other party (the "Disclosing Party"). Such Confidential Information includes, but is not limited to, business plans, forecasts, ideas, concepts, methods, techniques, projections, analyses, software, hardware or system designs, specifications, documentation, architecture, structure and protocols. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) is in the public domain and is readily available at the time of disclosure or which thereafter enters the public domain and is readily available, through no improper action or inaction by the Receiving Party or any affiliate, agent or employee thereof, or (ii) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to the Receiving Party by another person without restriction, or (iv) is independently developed by the Receiving Party without access to such Confidential Information, or (v) is required to be disclosed pursuant to any statutory or regulatory authority, provided the Disclosing Party is given prompt notice of such requirement and the scope of such disclosure is limited to the extent possible.

6.2 Unless expressly authorized in writing by the Disclosing Party, the Receiving Party agrees (i) to use the Confidential Information only in connection with the performance of services hereunder, (ii) to retain the Confidential Information in confidence, and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), and (iii) not to divulge any Confidential Information or any information derived there from to any third person. Confidential Information shall be disclosed by the Receiving Party only to its

employees or advisors, and even then, only to the extent such employees or advisors have specific need to know of the Confidential Information.

8.3 For the Term of this Agreement and for twelve months thereafter, Client agrees not to directly or indirectly solicit any employee or independent contractor of Hornall Anderson for the purpose of enticing them to leave their employment with Hornall Anderson.

7. Warranties of Hornall Anderson

7.1 Hornall Anderson warrants and represents (a) that it has the right to enter into this Agreement and grant the rights granted hereunder and that it has no conflicts which would prohibit it from performing its services hereunder, (b) that it is the owner or lawful licensee of all software used in the creation of the materials hereunder, (c) that it has no actual or constructive knowledge of any claim, dispute, suit or controversy which is based upon its ownership or right to use the software or other materials provided to Client hereunder or used in the creation of materials for Client hereunder. However, due to the complexity of such rights, Hornall Anderson cannot guarantee that Client will be protected from claims of others, no matter how inadvertent the cause. As is customary in the design profession, Hornall Anderson does not obtain clearance or registration of such rights on behalf of Client unless specifically requested in writing to do so in the course of the project. Hornall Anderson recommends that the Client seek legal counsel to determine the availability and register ability of creative work.

7.2 Hornall Anderson warrants that the services, which it is providing under this Agreement, will be of a professional quality consistent with currently accepted design, data processing and consulting practices. Hornall Anderson provides no other express or implied warranties (unless specifically set out in this Agreement) with regard to the Deliverables, including but not limited to, warranties of merchantability and fitness for a particular purpose, or warranties as to third party products.

8. Warranties of Client

8.1 Client warrants and represents that (a) it has the right to enter into this Agreement, and (b) it is the owner or licensee of all rights necessary and appropriate to use any materials, equipment, software, logos, trademarks and the like provided by it to Hornall Anderson.

9. Indemnification

9.1 Client, at its own expense, agrees to indemnify, defend and hold harmless Hornall Anderson, its employees and agents from and against any and all claims, demands, loss, damage, liabilities, expense, judgment, action, cause of action, royalty payment, (including without limitation court costs and attorney fees) arising out of any and all intellectual property provided to Hornall Anderson by Client or its agents pursuant to this Agreement, including without limitation any claims that the intellectual property in whole or in part infringes any patent, copyright, trade secret, rights of publicity, moral rights of any person, other intellectual property rights of any third party, or any claim that elements provided to Hornall Anderson by Client or its agents are libelous or defamatory. Hornall Anderson agrees to promptly notify Client of any such claim of infringement or other damages, and will provide reasonable information, assistance and cooperation in defending the suit or proceeding.

Hornall Anderson, at its own expense, agrees to indemnify, defend and hold harmless Client, its employees and agents from and against any and all claims, demands, loss, damage, liabilities, expense, judgment, action, cause of action, royalty payment, (including without limitation court costs and attorney fees) arising out of Client's use of any and all intellectual property provided by Hornall Anderson or its agents pursuant to this Agreement, including without limitation any claims that Client's use of the intellectual property provided by Hornall Anderson or its agents pursuant to the Agreement in whole or in part infringes any patent, copyright, trade secret, rights of publicity, moral rights of any person, other intellectual property rights of any third party, or any claim that Client's use of elements provided to Client by Hornall Anderson or its agents are libelous or defamatory. Client agrees to promptly notify Hornall Anderson of any such claim of infringement or other damages and will provide reasonable information, assistance and cooperation in defending the suit or proceeding.

10. Limitation of Liability

10.1 IN NO EVENT WILL Hornall Anderson BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF IT HAS NOTICE OF THE RISK OF SUCH DAMAGES. Client's only remedy concerning performance or nonperformance by Hornall Anderson or in any way related to this Agreement will be the recovery of actual damages, which will not in any event exceed the sums paid to Hornall Anderson by Client hereunder.

Hornall Anderson will not be responsible for any damages that relate in any way to Deliverables that have been changed or modified in any manner by Client or any third party.

11. Implementation and Vendor Supervision

11.1 Unless otherwise stated in the Job Order, non-online design services (including but not limited to, environmental design, packaging design, annual report design, collateral design and identity design) provided by Hornall Anderson do not include implementation, such as printing, fabrication and installation of the design. Any Third Party supervision provided by Hornall Anderson is offered as an advisory service to help ensure the original integrity of the concept. The implementation services and subsequent final approvals will be the responsibility of the Client. Hornall Anderson is not responsible for final approvals. However, the Client may specifically grant Hornall Anderson the right to act on the Client's behalf and to give instructions to or contract with any person or entity involved in the Project, including, but not limited to, photography, illustrators, printers, fabricators ("Third Parties"). The Client shall be bound by any terms and conditions as may be imposed on the Designer by such Third Parties, including required credit lines, with respect to reproduction of such material. Any instructions or approvals by the Client to Third Parties shall be made through Hornall Anderson.

12. Client Provided Materials

12.1 The Client shall provide accurate and complete information and materials to Hornall Anderson and shall be responsible for the accuracy and completeness of all information and materials provided. The Client guarantees that all materials supplied to Hornall Anderson by the Client are owned by the Client or that the Client has obtained all necessary rights to use such materials, to permit Hornall Anderson to use them for the Project. The Client shall indemnify, defend, and hold Hornall Anderson harmless from and against any claim, suit, damages, and expense, including attorney fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the Client.

12.2 All copy provided by the Client shall be final approved copy and provided electronically (either disk, FTP or email) and accompanied by a hard copy of the document. The Client shall pay all fees and expenses incurred by Hornall Anderson due to copy not meeting such standards.

13. Sales Tax

13.1 Any sales, use, or transfer taxes that may be applicable to the services or costs, such as Design Services, Development Services, Additional Services, Outside Costs and Travel Costs, including any tax that may be assessed on audit by the Washington State Department of Revenue or the Internal Revenue Service will be the Client's responsibility.

14. Exclusivity

14.1 Exclusive services covering any one industry are made by special arrangement only.

15. Print Design Software

15.1 In designing print-related digital artwork, all files will be prepared on the Apple MacOS ® platform using current versions of graphic and publishing software (including, but not limited to Adobe PhotoShop ®, Macromedia Freehand ® and QuarkXPress®). Conversion to the PC or other formats, or the use of other programs is available by special arrangement. Additional fees may apply. Compatibility of software and correct reproduction of files is the responsibility of the Client, engravers and printers.

16. Type Font Licensing

16.1 Hornall Anderson's type font licenses apply to our design only and do not include continued use. To facilitate accurate reproduction, Hornall Anderson will provide electronic copies of typefaces with final designs for initial project production only. No license, usage rights or type font is implied or granted by this provision. We require all type font files and suitcases provided by Hornall Anderson be purged from electronic systems immediately following use.

17. Pre-Press Art

17.1 If the Job Order includes a print design component, as described in the Job Order, Hornall Anderson will provide digital artwork without trapping or reproduction-grade color separations.

Pre-press film preparation is not included in our price estimates and is the responsibility of engravers or printers, unless otherwise indicated in the Job Order.

18. Pre-Press Proofing

18.1 To ensure accurate reproduction on press (if the project includes a print design component), all production proofs including, but not limited to, Chromalins®, matchprints and bluelines are to be approved by the client and Hornall Anderson in advance of press checks.

19. Die Lines

19.1 Electronic die lines are included with art files for position only. Final registration of art and actual die patterns is the responsibility of the client to coordinate with the engravers and printers.

20. Final Art Files

20.1 One master final artwork file will be provided on a disk (including, but not limited to floppy, Syquest®, and Zip® disks) for each project. Multiple copies or delivery in the same or alternate media formats will be an additional cost.

21. Virus Protection

21.1 Hornall Anderson digital files are screened for viruses using current, up-to-date virus protection software. We assume no responsibility for undetected viruses found in any files or equipment related to our work product nor defects in any software.

22. Client Service Marks, Etc.

22.1 Hornall Anderson reserves the right to use the logo and trademarks of Client as necessary to provide its services hereunder and Client authorizes Hornall Anderson to (a) list Client and the Services in Hornall Anderson's published client list, (b) use materials produced hereunder in its sales and marketing presentations and materials, (c) issue a press release upon execution of this Agreement announcing the services, and (d) enter the finished work product, in its entirety or any portion thereof, in award competitions.

23. Term; Termination

23.1 The Term of this Agreement will commence as of the date listed on this Agreement and will continue until Hornall Anderson has completed the services ordered, unless earlier terminated consistent with the provisions of this Agreement. The terms in this Agreement and the Job Order will be valid if signed within 30 days of the date listed on this Agreement.

23.2 This Agreement may be terminated at any time for failure to perform or for breach of any material term by providing 30 days notice to the non-performing party and specifying that period in which the non-performing party may cure its performance or correct its breach. If such a notice is received and the defaulting party does not cure, this Agreement will terminate upon client's payment of Hornall Anderson for all work performed prior to the date of termination at its standard hourly rates. In addition, Client will immediately pay Hornall Anderson for any expenses incurred and all third party contracts that must be cancelled as a result of such termination.

23.3 Hornall Anderson may terminate this Agreement immediately if (a) Client does not pay its fees on timely basis, (b) if Client does not reasonably cooperate with Hornall Anderson in this development effort, after giving Client three days notice and that period in which to cure its performance, or (c) if Client files for bankruptcy or makes an assignment for the benefit of creditors. In the event of such termination, Hornall Anderson will be compensated for all work performed up to the date of termination at its standard hourly rates, plus any out-of-pocket expenses incurred to date.

23.4 Hornall Anderson will cooperate and assist client in an orderly and smooth transition in the event of termination of this Agreement. Hornall Anderson will give all reasonable cooperation toward transferring, with the approval of third parties in interest, all contracts and arrangements, and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

24. Relationship

24.1 The relationship of the parties to this Agreement is that of independent contractors and not employees. Hornall Anderson agrees that it will not be entitled to any employee benefits offered by the Client to its employees and agrees not to claim entitlement thereto. Nothing in the Agreement shall be deemed to create any partnership, principal/agent, master/servant, or joint venture relationship between the parties. Neither party is granted any authority to bind the other or otherwise act as the representative of the other, unless otherwise agreed upon. Hornall Anderson shall provide the services under this Agreement on a nonexclusive basis. Hornall Anderson may, without the consent of Client, subcontract portions of the services to be provided under this Agreement to others.

25. Other

25.1 Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs, failure of performance by any third party hosting service or equipment provided or maintained by others, including general performance of the Internet itself, or any other cause beyond the reasonable fifteen days, the other party may terminate this Agreement without the additional notice required by Section 23.1.

25.2 All notices required to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the date given, if delivered, by hand, (b) on the following business day, if sent by facsimile transmission or by prepaid overnight courier service, or (c) three days after deposit in the mail, postage prepaid, return receipt requested, in each case addressed as follows:

If to Widmer Brothers:
TBD
TBD
TBD

If to Hornall Anderson:
1008 Western Ave, Suite 600
Seattle, Washington 98104
Attn: Wally Johnson

Or to such other address as either party may specify in writing.

25.3 Each clause of this Agreement is intended to stand-alone. If any is waived or held invalid, it is the intent that the remainder of the Agreement would have been accepted even if such provision had not been included.

25.4 Any waiver, amendment or modification of any of the provisions of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the authorized representative of the party against whom enforcement of such waiver, amendment or modification is sought. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof under the applicable circumstances.

25.5 This Agreement will be construed in accordance with the laws of the State of Washington except for its conflict of laws principles.

25.6 This Agreement supercedes any previous agreements made between Hornall Anderson and the Client.

ADDENDUM TO CLIENT SERVICE AGREEMENT

REFERENCE PROJECT JOB NUMBERS: WB6960, WB7336

The client services agreement between Widmer Brothers Brewery and Hornall Anderson Design Works, as referenced in the above two project job numbers is being amended to the following:

1. Upon payment in full, of all outstanding fees, reimbursable outside expenses and any miscellaneous project related expenses, Widmer Brothers Brewery will own outright the final art for the project deliverables defined in the Job Order Scope of Work Descriptions.
2. Once Widmer Brothers Brewery has attained ownership of the final art, Widmer Brothers Brewery has the rights to assign and/or sell the ownership rights to a third party.
3. Hornall Anderson Design Works retains the ownership of all intellectual property leading up to, but not including the final art, upon final payments, and retains the exclusive rights to use the final art for promotional usages.

Authorized by: _____ 3/1/02

Jeff Baker, Partner
Hornall Anderson Design Works

1008
Western Ave
Suite 600
Seattle, WA
98104

206 467 5800
FAX 467 5411
www.hadw.com

DESIGN

EXHIBIT 2.7

Allocation of Purchase Price

1. KAZI trademark and related goodwill: $25,000.

2. Packaging designs, including logo designs: $25,000.

EXHIBIT 3.1

Acquired Brand Jurisdictions

Federal
Oregon
Washington

EXHIBIT 3.4

Absence of Certain Conflicts

None.