

08-28-2002

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

RECORDED TR



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

Tab settings

102203074

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

1. Name of conveying party(ies):

The Schoenling Brewing Company

8-20-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Ohio Corporation

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Nunc Pro Tunc May 17, 1999

Execution Date:

2. Name and address of receiving party(ies)

Name: Royal Brewing L.L.C.

Internal Address: 1599 Central Parkway

Street Address:

City: Cincinnati State: OH Zip: 45214

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Ohio Limited Liability

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

OFFICE OF PUBLIC RECORDS 2002 AUG 20 AM 11:24 FINANCE SECTION 11

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1136375

Additional number(s) attached Yes No

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

Name: Meredith M. Wilkes, Esq.

Internal Address: JONES, DAY, REAVIS & POGUE

North Point

901 Lakeside Avenue

Street Address: Same

08/27/2002 TDI071 00000135 501432 1136375

01 FC:481

City: Cleveland State: OH Zip: 44114

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:

501432 (Ref. 351365626039)

DO NOT USE THIS SPACE

9. Signature.

Meredith M. Wilkes

Name of Person Signing

Signature

15 Aug 02 Date

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

4

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

TRADEMARK REEL: 002570 FRAME: 0404

ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and entered into as of this 1st day of May, 1999 (the "Effective Date"), by and between THE SCHOENLING BREWING COMPANY, an Ohio corporation ("Assignor"), and ROYAL BREWING, L.L.C., an Ohio limited liability company ("Assignee").

A. Assignor is the owner of certain trademarks, including, without limitation, the trademarks identified and set forth on Schedule A, (collectively, the "Marks"), and the goodwill of the business associated therewith; and

B. Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used throughout the world.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee and its successors and assigns, and Assignee does hereby accept such sale, assignment and transfer of, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, if any, including any renewals and extensions of the registrations that are or may be secured under the applicable laws of any country throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

* * *

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this ASSIGNMENT OF TRADEMARK RIGHTS to be executed on its behalf as of the ___ day of May, 1999.

THE SCHOENLING BREWING COMPANY
(ASSIGNOR)

ROYAL BREWING, L.L.C.
(ASSIGNEE)

By: 
Name: _____
Title: President

By: _____
Name: _____
Title: _____

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* * *

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this ASSIGNMENT OF TRADEMARK RIGHTS to be executed on its behalf as of the ___ day of May, 1999.

THE SCHOENLING BREWING
COMPANY
(ASSIGNOR)

ROYAL BREWING, L.L.C.

(ASSIGNEE)

By: _____
Name:
Title:

By: C. Foster Hall
Name:
Title: VP

The Hudepohl Brewing Co.*	Oklahoma	T,N00,470,640
Pace Pilsner Beer	Ohio	10,170
America's Great Small Brewery	Ohio	9,898
Hudepohl Jubilee	Ohio	9,897
Johann Hauck	Ohio	9,896
Hu-Dey	Ohio	8,895
Windisch Muhlhauser	Ohio	9,611
Tap	Ohio	4,899
Sir Edward Stout	Ohio	6,496
America's Select Beer	Kentucky	9,379
America's Select Beer	Indiana	50,100,442
Hudepohl-Schoenling Brewing Company*		
The Hudepohl-Schoenling Brewing Co.*		
The Schoenling Brewing Company*		
The Burger Brewing Co.		
Cincinnati's Brewery*		
The Great American Juice Company*		
The Hudepohl Brewing Co.*		
Little Kings Brewing Co.		
Royal Class Import & Export* (by license granted under Distributorship Agreement)		
The Whitbread Company* (by license granted under Distributorship Agreement)		

* Indicates the Active Proprietary Rights.