

09-20-2002

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9/20/02



102227994

ATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Mountain Top Beverage Group

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Ohio
- Other:

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

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

Name: G.K. Skaggs, Inc.

Internal Address:

Street Address: 2081 Business Center Drive, Suite 285

City: Irvine State: CA ZIP: 92612

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other:

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) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) September 12, 2002

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

a. Trademark Application No(s):
78/139,359

b. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: Jeffrey L. Van Hoosear
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket No.: SKAGGS.026T

7. Total fee (37 CFR 1.21(h)): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Jeffrey L. Van Hoosear
Name of Person Signing

Signature

Sept. 17, 2002
Date

Total number of pages including cover sheet, attachments and document: 2

Mail documents to be recorded with required cover sheet information to:

09/20/2002 TDIAZ1 00000126 78139359

01 FC:481

40.00

U.S. Patent and Trademark Office

Attn: Assignment Division

Crystal Gateway-4

1213 Jefferson Davis Highway, Suite 320

Arlington, VA 22202

FD\DOCS\LD\LD-6744.DOC
091702

TRADEMARK
REEL: 002586 FRAME: 0095

5-01-202 6:19PM FROM

P. 2

FROM : G. K. SKAGGS, INC.

FAX NO. : 949 752 0954

Sep. 13 2002 09:37AM P2

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 12th day of September, 2002, by and between Mountain Top Beverage Group, a business having a place of business at 831 Quailwoods Drive, Loveland, Ohio 45140 (hereinafter referred to as "ASSIGNOR"), and G.K. Skaggs, Inc. a California corporation having a place of business at 2081 Business Center Drive, Suite 285, Irvine, California 92612, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark application relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter referred to as "Application");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Application owned or used by ASSIGNOR or any of its licensees worldwide; and


WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Application owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A; and
- (2) the Application set forth in Schedule B;

together with the goodwill symbolized by said Trademark and Application concurrent with the transfer of certain tangible assets such as artwork, packaging and formulations as incidents of said goodwill.

Executed at Loveland, Ohio, this 12th day of September, 2002.

By:  John F. Kanetzke
Title: President

Executed at Irvine, California, this 12th day of September, 2002.

By:  Gregory K. Skaggs
Title: President

SCHEDULE A

Mark: MILWAUKEE SELECT

SCHEDULE B

Federal Trademark Application: 78/139,359