

06-26-2003



102482802

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

RE

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

1. Name of conveying party(ies): Humboldt Brewing Company 2-3-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Firestone Walker, LLC
Internal P.O. Box 244
Address: Los Olivos, CA 93441-0224
Street Address: 5000 Zaca Station Road
City: Los Olivos State: CA 93441
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Calif. 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: September 1, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2007611; 2083713
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam B. Firestone
Internal Address: P.O. Box 244
Los Olivos, CA 93441-0224

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 80.00
Enclosed
Authorized to be charged to deposit account

Street Address: 5000 Zaca Station Road
City: Los Olivos State: CA Zip: 93441

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Adam B. Firestone
Name of Person Signing Signature Date January 28, 2002

Total number of pages including cover sheet, attachments, and document: 2
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/04/2003 TBIAZ1 00000215 2007611
01 FC:8521 80.00 DP

Attachment to

Recordation Form Cover Sheet

1. **Additional Conveyancing Party**

Humboldt Brewing Company, a California general partnership,
composed of Vincent Celotto and Mario Celotto

Execution Date: September 1, 2002

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 1, 2002, is made by FIRESTONE WALKER, LLC, a California limited liability company ("Secured Party"), HUMBOLDT BREWING COMPANY, INC., a California corporation, and MARIO CELOTTO and VINCE CELOTTO (collectively "Debtor").

A. Pursuant to that certain License and Royalty Agreement executed this date by and among Debtor and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "License Agreement"), Secured Party has been granted an option to purchase the "Option Property" and "Licensed Products", as such terms are defined in the License Agreement, and has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Debtor.

B. Pursuant to the License Agreement and related agreements, Debtor is required to execute and deliver to Secured Party, for the benefit of Secured Party, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the License Agreement shall be applied in this Agreement as defined or established in the License Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the California Commercial Code to the extent the same are used or defined there.


2. Debtor hereby grants to Secured Party a continuing first-priority security interest on all of Debtor's right, title and interest in, to and under the property described in Schedule 1, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral").

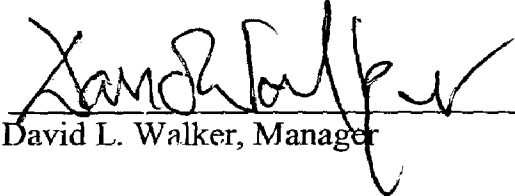
3. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to Secured Party, for the benefit of Secured Party, pursuant to the License Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens granted under this Agreement are more fully set forth in the License Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

“Secured Party”

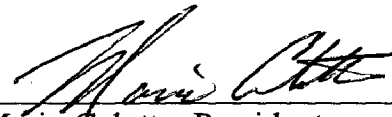
FIRESTONE WALKER, LLC, a
California limited liability company

By: 
Adam B. Firestone, Manager


By: 
David L. Walker, Manager

“Debtor”

HUMBOLDT BREWING COMPANY, a
California corporation

By: 
Mario Celotto, President


Mario Celotto


Vince Celotto

Mullen & Henzell L.L.P.

ATTORNEYS AT LAW

e-mail: mcage@mullenlaw.com



June 20, 2003

CERTIFIED MAIL - Return Receipt Requested

#7002 0860 0004 9004 9092

U.S. Patent and Trademark Office
Assignment Division
Office of Public Records
Attn: Violet McCoy, Examiner
Washington, DC 20231

Re: Document ID No.: 102356823
Conveying Party: Humboldt Brewing Company
Receiving Party: Firestone Walker, LLC
Trademark Registration Nos.: 2007611; 2083713

Dear Ms. McCoy:

Returned herewith is an original Patent Trademark and Copyright Security Agreement executed between the above-referenced parties together with a Recordation Form Cover Sheet (Form PTO-1594), which is being resubmitted in accordance with your letter of June 9, 2003 (copy enclosed). The requested execution date has been included. Please record the Security Agreement and Cover Sheet, issue a Notice of Recordation of Assignment and return the original document and cover sheet to the undersigned in the enclosed self-addressed stamped envelope.

We are also enclosing a copy our original letter to your offices of January 28, 2003 for your information.

Should you have any questions, please call. Thank you.

Very truly yours,

Michael E. Cage of
Mullen & Henzell L.L.P.

Enclosures

cc: Adam B. Firestone

G:\17072\0004\CORRO\762329.DOC

112 East Victoria Street Post Office Drawer 789
Santa Barbara, California 93102-0789
(805) 966-1501
FAX (805) 966-9204

TRADEMARK

RECORDED: 02/03/2003

REEL: 002764 FRAME: 0840

J. ROBERT ANDREWS
DENNIS W. RILEY
JUDITH C. NELSON
JAY L. BECKERMAN
JOSEPH F. GREEN
MACK S. STATION
LAWRENCE L. SORRESEN
GREGORY E. JALKNER
RICHARD G. BATHES
EDWARD C. THOITS
WILLIAM E. DEGEN
MICHAEL E. CAGE
CHRISTINE P. ROBERTS
JOSEPH D. HOUSSE
PAUL K. WILSON
MONICA M. ROBLIN
RAMÓN R. GUPIA
RAFAEL GONZALEZ
JOHN G. DERRICK

CHARLES S. BARGEL
OLGENSE

THOMAS M. MULLEN
1991

ARTHUR A. HENZELL
1991