

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stroh Brewery Company		03/30/1998	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Reflo, Inc.
Street Address:	219 N. Red River Avenue
City:	Cold Spring
State/Country:	MINNESOTA
Postal Code:	56320
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	822510	STITE BY GLUEK

CORRESPONDENCE DATA

Fax Number: (619)446-8243

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (619) 699-2591

Email: phahn@luce.com

Correspondent Name: Peter K. Hahn

Address Line 1: 600 West Broadway, Suite 2600

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:

16696-23

NAME OF SUBMITTER:

Peter K. Hahn

Total Attachments: 4

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OP \$40.00 822510

ASSIGNMENT
(U.S. Trademark)

WHEREAS, THE STROH BREWERY COMPANY, a corporation organized and existing under the laws of the State of Arizona, having an address of 100 River Place, Detroit, Michigan 48207-4291 (hereinafter referred to as the "Assignor"), is the record owner of the trademark registration set forth in Exhibit A (the "Mark") hereof; and

WHEREAS, REFLO, INC., a corporation organized and existing under the laws of the State of Colorado, having an address of 219 North Red River, Cold Spring, Minnesota 56320 (hereinafter referred to as the "Assignee"), desires to acquire said registration and any and all other associated rights owned by Assignor and the goodwill associated with said Mark set forth in Exhibit A;

NOW, THEREFORE, for the sum of Ten Thousand (\$10,000.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to said Assignee any and all right, title and interest in and to the registration for said Mark and all of its right, title and interest to said Mark not presently registered, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the term for which the aforesaid Mark is registered and any renewals of the term thereof;

FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful record owner of said registration and to the best of its knowledge believes it is the sole and lawful owner of the entire right, title and interest to said Mark and said goodwill associated therewith and that, upon the recording of a certain Release of Security Interest - Trademark by Assignor's security holder, the same are unencumbered and that the said Assignor has good and full right and

lawful authority to sell and convey the same in the manner herein set forth;

AND, for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Mark and registrations thereof without charge to Assignee, its successors, legal representatives and assigns but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

ASSIGNOR:

Signed at the City of Detroit, in the County of Wayne, State of Michigan, this 30th day of March, 1998.

THE STROH BREWERY COMPANY

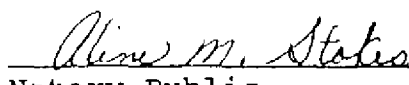
By: 

George E. Kuehn

Its: Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 30th day of March, 1998, before me, a Notary Public, within and for said County, personally appeared George E. Kuehn, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.


Notary Public

Aline M. Stokes
Notary for Oakland County, MI
"Acting in Wayne County, MI."
My Commission Expires August 13, 1998

ASSIGNEE:

Signed at the City of Cold Spring, in the County of Stearns,
State of Minnesota, this 30 day of March, 1998.

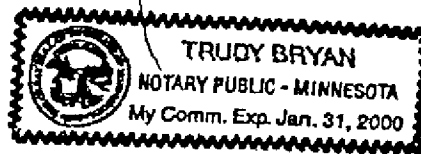
REFLO, INC.

By: Maurice Bryan

Maurice Bryan

Its:

STATE OF MINNESOTA)
) SS.
COUNTY OF STEARNS)



On this 30 day of March, 1998, before me, a Notary Public,
within and for said County, personally appeared MAURICE BRYAN, to
me known to be the person described in and who executed the
foregoing instrument and acknowledged that he executed the same as
his free act and deed.

Trudy Bryan
Notary Public

EXHIBIT "A"

REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS

MARK: Stite by Gluek

International Class: 33 (Wines, Spirits and Liqueurs)

U.S. Class: 48 (Malt Beverages and Liquors)

Goods/Services: Malt Liquor

Serial No.: 72-236,600

Reg. No.: 822,510

Registered: January 17, 1967

First Use: January 8, 1965 (Int'l Class 33)

First Commerce: January 8, 1965 (Int'l Class 33)

Filed: January 17, 1966

Country: United States

Assignor: The Stroh Brewery Company, 100 River Place, Detroit,
Michigan 48207, USA.

Assignee: Reflo, Inc., 219 North Red River, Cold Spring,
Minnesota 56320, USA.