

08-18-2004

RESUBMISSION

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



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

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

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

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

3. Nature of conveyance:

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

Execution Date: September 1, 2002

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

- 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

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

Street Address: 5000 Zaca Station Road

City: Los Olivos State: CA Zip: 93441

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

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

September 28, 2002
Date

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

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

⑤

**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").

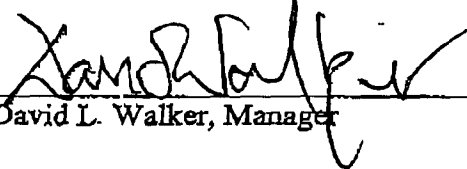
3. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to Secured Party, for the benefit of Secured Party, pursuant to the License Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the 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"

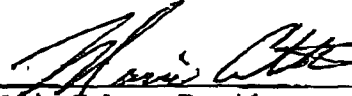
FIRESTONE WALKER, LLC, a
California limited liability company

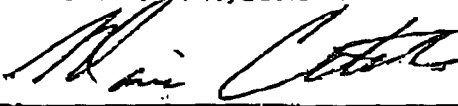
By: 
Adam B. Firestone, Manager


By: 
David L. Walker, Manager

"Debtor"

HUMBOLDT BREWING COMPANY, a
California corporation

By: 
Mario Celotto, President


Mario Celotto


Vince Celotto

Schedule I to Patent, Trademark, and Copyright Security Agreement

All right, title and interest in and to the brand names collectively known as "Nectar Ales" and "Humboldt Brewing Company" (including, without limitation, Nectar Ales, Red Nectar, Pale Ale, IPA, Hemp Ale, Oatmeal Stout, Hefeweizen, Winter Nectar, Summer Nectar) (collectively the "Nectar Brands") together with all related intellectual property rights, including, but not limited to, the beer brewing recipes, formula, goodwill, know-how, technical data, trade secrets, trademarks, patents, copyrights, logos, designs, artwork, labeling, package design, naming rights and publicity in the names, characters, symbols, designs, likeness and visual representation used in connection with the marketing and selling of the Nectar Brands, and all registrations, trademarks, service marks and business names connected with the Nectar Brands.

The Nectar Brands include the following trademarks filed with the U.S. Patent and Trademark Office:

Word Mark: Red Nectar Ale
Serial Number: 74643836
Filing Date: March 9, 1995
Registration No.: 2007611
Registration Date: October 15, 1996

Word Mark: Gold Nectar Ale
Serial Number: 75129636
Serial Number: July 5, 1996
Registration No.: 2083713
Registration Date: July 29, 1997