

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
THE SCHOENLING BREWING COMPANY		05/17/1999	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ROYAL BREWING, L.L.C.		
Street Address:	1599 Central Parkway		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45214		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0992664	LITTLE KINGS	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-413-3000		
Email:	tmdocket@oblon.com,bdarville@oblon.com,cdonahue@oblon.com		
Correspondent Name:	Brian B. Darville, Esq.		
Address Line 1:	1940 Duke Street		
Address Line 2:	290681US33		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	290681US-6263-33		
NAME OF SUBMITTER:	Brian B. Darville, Esq.		
Signature:	/bbd/		

CH \$40.00 0992664

Date:

05/01/2006

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and entered into as of this 14 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: [Signature]
Name:
Title: President

By: _____
Name:
Title:

ASSIGNMENT OF TRADEMARK RIGHTS

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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.

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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.

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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

CL: 398846v2

SCHEDULE A

TRADE NAMES/TRADEMARKS

Registration No.

14-K*	Federal	683,397
Burger*	Federal	438,082
Burger*	Federal	888,786
Burger & Design*	Ohio	TM 2061
Christian Moerlein*	Federal	1,198,204
Cincinnati's Brewery with Skyline*	Ohio	TM 1325
Delight*	Federal	1,136,375
Hudepohl*	Federal	577,292
Hudy*	Federal	1,136,374
Moerlein's Cincinnati Bock*	Federal	1,851,642
Moerlein's Cincinnati Bock & Design*	Federal	1,843,117
Little Kings*	Federal	992,664
Mt. Everest Malt Liquor*	Federal	1,823,867
Schoenling*	Federal	718,334
Snake Eyes*	Federal	2,164,430
America's Select Beer	Ohio	TM 13308
Big Jug	Federal	1,121,991
Bruin Pale Ale	Federal	1,857,840
Christian Moerlein & Woman	Ohio	TM 9205
Goat Design	Federal	1,824,557
Life is Meant to be Wild	Federal	1,792,852
Top Hat	Federal	718,335
Design - Two bucks in a circle	Federal	577,293
Cincinnati Skyline*	Ohio	TM 1326
The Hudepohl-Schoenling Brewing Co.	Oklahoma	T,N00,470,641

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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.

CL: 398846v2