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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	05/17/1999	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Schoenling Brewing Company, The		05/17/1999	CORPORATION: OHIO

### **RECEIVING PARTY DATA**

Name:	Royal Brewing L.L.C.
Street Address:	1599 Central Parkway
City:	Cincinnati
State/Country:	ОНЮ
Postal Code:	45214
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0438082	BURGER
Registration Number:	0577292	HUDEPOHL
Registration Number:	0683397	14K
Registration Number:	1136374	HUDY

## **CORRESPONDENCE DATA**

Fax Number: (513)977-8141

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

Phone: 5139778113

Email: steven.abreu@dinslaw.com

Correspondent Name: Steven A. Abreu
Address Line 1: 255 East Fifth Street
Address Line 2: 1900 Chemed Center
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: 31162-1

TRADEMARK

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NAME OF SUBMITTER:	Steven A. Abreu
Signature:	/StevenAbreu/
Date:	05/08/2006
Total Attachments: 4 source=royalassignment2#page1.tif source=royalassignment2#page2.tif source=royalassignment2#page3.tif source=royalassignment2#page4.tif	

TRADEMARK REEL: 003304 FRAME: 0614

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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").

- 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
- 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

ROYAL BREWING, L.L.C.

COMPANY (ASSIGNOR)

(ASSIGNEE)

Name: Title: Name: Title:

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### ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made and entered into as of this \_\_ 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 <u>Schedule A</u>, (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	ROYAL BREWING, L.L.C.
COMPANY (ASSIGNOR)	(ASSIGNEE)
By:	By: C Truth Hal
Name:	Name:
Title:	Title: $\cup  ho$

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# SCHEDULE A

# TRADE NAMES/TRADEMARKS

Registration No.

<del></del>		
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
Hudepoh!*	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
Тар	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 g	ranted under Distri	butorship Agreement)
The Whitbread Company* (by license grant	ed under Distribute	Matur Agroomon)

Indicates the Active Proprietary Rights.

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**RECORDED: 05/08/2006**