

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
Wild Goose Brewery, LLC		05/03/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	InCommand LLC		
Street Address:	PO Box 1007		
City:	Middletown		
State/Country:	OHIO		
Postal Code:	45044		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0438082	BURGER	
Registration Number:	0577292	HUDEPOHL	
Registration Number:	0683397	14K	
Registration Number:	1136374	HUDY	
Registration Number:	1136375	DELIGHT	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5139778200		
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		

OP \$140.00 0438082

ATTORNEY DOCKET NUMBER:	31162-1
NAME OF SUBMITTER:	Steven A. Abreu
Signature:	/StevenAbreu/
Date:	05/15/2006
Total Attachments: 4 source=incommandassignment5#page1.tif source=incommandassignment5#page2.tif source=incommandassignment5#page3.tif source=incommandassignment5#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, **InCommand LLC**, an Ohio limited liability company ("Assignee") and **Wild Goose Brewery, LLC**, a Delaware limited liability company ("Assignor") have entered into an Asset Purchase Agreement dated as of May 3, 2006 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Assignor desires to sell, assign, convey, transfer and deliver to Assignee, and Assignee desires to purchase, certain of the assets purchased by the Assignor pursuant to an agreement between Assignor and Snyder International Brewing Group, LLC and Frederick Brewing Company, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, Assignor has an interest in certain trademarks that are to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and applications therefore listed in Schedule A hereto that comprise part of the Purchased Assets listed in the Purchase Agreement (collectively, the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all the Marks, and Assignor has promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Marks, together with all common law rights associated with such Marks and the goodwill of the business symbolized by such Marks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Marks, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Assignee may reasonably deem necessary or desirable to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

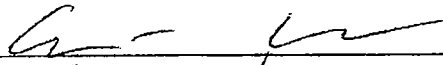
4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, the parties have executed this Assignment as of the date indicated below.

ASSIGNOR:

Wild Goose Brewery, LLC

By: 
Name: Eric Warner
Title: Manager

ASSIGNEE:

InCommand LLC

By: _____
Name: _____
Title: _____

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, the parties have executed this Assignment as of the date indicated below.

ASSIGNOR:

Wild Goose Brewery, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

InCommand LLC

By: 

Name: Gregory Handman

Title: President - Managing member

SCHEDULE A

Federal Marks

MARK	REGISTRATION NUMBER
BURGER*	438,082
HUDEPOHL*	577,292
14K*	683,397
LITTLE KINGS*	992,664
HUDY*	1,136,374
DELIGHT*	1,136,375
AMERICA'S SELECT BEER	
MT. EVEREST MALT LIQUOR	1,823,867
GOAT DESIGN	1,824,557
BRUIN PALE ALE	1,857,840
SCHOENLING	718,334
TOP HAT	718,335
SIR EDWARD	
BIG JUG	1,121,991
WINDISCH MUHLHAUSER	1,263,746
JOHANN HAUCK	
HUDEPOHL JUBILEE	
PACE PILSNER BEER	
WINCHESTER IMPERIAL STOUT	
SNAKE EYES	2,164,430

* Includes the Active Proprietary Rights

State Marks

MARK	STATE	REGISTRATION NUMBER
PACE PILSNER BEER	Ohio	10,170
BURGER (stylized)	Ohio	TM2061
AMERICA'S GREAT SMALL BREWERY	Ohio	9,898
JOHANN HAUCK	Ohio	9,896
HOFBRAU BEER	Indiana	
HOFBRAU BEER	Kentucky	7,033
AMERICA'S SELECT BEER	Indiana	50,100,442
AMERICA'S SELECT BEER	Kentucky	9379
AMERICA'S SELECT BEER	Ohio	13308
CINCINNATI'S BREWERY AND DESIGN	Ohio	13125
HU-DEY	Ohio (Trade Name)	9895