

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE:       | 04/04/2002                                   |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type               |
|-----------------------|----------|----------------|---------------------------|
| Day's Beverages, Inc. |          | 10/22/2007     | CORPORATION: PENNSYLVANIA |

**RECEIVING PARTY DATA**

|                 |                                      |
|-----------------|--------------------------------------|
| Name:           | Olde Philadelphia Beverage Co., Inc. |
| Street Address: | 700 N. Pennsylvania Ave.             |
| City:           | Wilkes-Barre                         |
| State/Country:  | PENNSYLVANIA                         |
| Postal Code:    | 18705                                |
| Entity Type:    | CORPORATION: PENNSYLVANIA            |

**PROPERTY NUMBERS Total: 11**

| Property Type        | Number   | Word Mark                        |
|----------------------|----------|----------------------------------|
| Registration Number: | 2743985  | LIBERTY BELL GINGER ALE          |
| Registration Number: | 3042134  | CHESTNUT HILL KEY LIME           |
| Registration Number: | 2717990  | GERMANTOWN GRAPE                 |
| Serial Number:       | 76314633 | WILLIAM PENN ROOT BEER           |
| Registration Number: | 2717989  | RITTENHOUSE SQUARE CREAM         |
| Registration Number: | 2717988  | SOUTH PHILLY ORANGE CREAM        |
| Registration Number: | 2717987  | INDEPENDENCE HALL CHERRY VANILLA |
| Registration Number: | 2717986  | BEN FRANKLIN BLACK CHERRY        |
| Registration Number: | 2717985  | MANAYUNK FRUIT PUNCH             |
| Registration Number: | 2717984  | BROAD STREET PINEAPPLE           |
| Serial Number:       | 76310686 | OLDE PHILADELPHIA SODA           |

**CORRESPONDENCE DATA**

OP \$290.00 2743985

Fax Number: (570)706-3461  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5708265636  
Email: bstahl@rjglaw.com  
Correspondent Name: Brian P. Stahl  
Address Line 1: 15 South Franklin Street  
Address Line 4: Wilkes-Barre, PENNSYLVANIA 18711-0075

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 002295-0009      |
| NAME OF SUBMITTER:      | Brian P. Stahl   |
| Signature:              | /Brian P. Stahl/ |
| Date:                   | 10/23/2007       |

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed as of this <sup>22<sup>nd</sup></sup> day of October, 2007 by DAY'S BEVERAGES, INC., a Pennsylvania corporation, having an address at 706 Timber Trail Lane, Springfield, Pennsylvania 19064 ("Assignor") and DAVID P. DIGIROLAMO, an adult individual ("David"), in favor of OLDE PHILADELPHIA BEVERAGE CO., INC., a Pennsylvania corporation, having a place of business at 700 North Pennsylvania Avenue, Wilkes-Barre, Pennsylvania 18705 ("Assignee").

### RECITALS

WHEREAS, Assignor and David had the exclusive rights, title and interests in and to the trademark "Olde Philadelphia" brand beverages (the "Brand"), and Assignor was the exclusive owner of and was using the trademarks set forth on Exhibit "A" annexed hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, Assignor and The Lion Brewery, Inc. (the "Company") entered into that certain Joint Venture Agreement dated April 4, 2002 (the "Effective Date") for the purpose of producing and marketing the Brand (the "Joint Venture Agreement"); and

WHEREAS, Assignor and the Company established the venture in the form of a Pennsylvania business corporation now known as Assignee; and

WHEREAS, pursuant to the Joint Venture Agreement, Assignor was required to assign to Assignee all of Assignor's right, title and interest in and to all trade names, trademarks, brand names, brand marks, labels, registrations, and licenses deriving from the Brand, including, but not limited to, the Trademarks, together with all of the goodwill of Assignor associated therewith and represented thereby; and

WHEREAS, Company, Assignee, Assignor, and David entered into that certain Stock Purchase Agreement dated September 2, 2006 whereby the Company acquired Assignor's two hundred fifty-five (255) shares of capital stock in the Assignee; and

WHEREAS, Assignor and David desire to more clearly effectuate the assignment of its, his and/or their rights, title, and interests in and to all trade names, trademarks, brand names, brand marks, labels, registrations, and licenses deriving from the Brand, including, but not limited to, the Trademarks, together with all of the goodwill of Assignor associated therewith and represented thereby.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor and David, and intending to be legally bound hereby, Assignor and David hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor and David hereby assign to Assignee all of its, his, and/or their rights, title and interests in and to all trade names,

trademarks, brand names, brand marks, labels, registrations, and licenses deriving from the Brand, including, but not limited to, the Trademarks, together with (a) the goodwill of the Assignor and the business in connection with which the Trademarks were used, (b) U.S. registrations thereof as set forth in Exhibit "A" attached hereto and (c) all claims for past infringements of any or all of the Trademarks and all sums that may be recovered for past infringements thereof; to have and to hold the same unto Assignee, its successors and assigns, absolutely and forever.

2. Representations and Warranties. Assignor and David represent and warrant as of the Effective Date and as of the date hereof that they have the full right and power to make the assignment made hereby and that neither have made any prior assignment, license, transfer or agreement in conflict herewith or constituting a present or future assignment of, license of or encumbrance on any or all of the trade names, trademarks, brand names, brand marks, labels, registrations, and licenses deriving from the Brand, including, but not limited to, the Trademarks.

3. Notification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties.

4. Further Assurances. The parties hereby agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary or advisable from time to time in order to carry out and/or more fully evidence the terms and conditions of this Assignment.

5. Recitals. The Recitals are made a part of this Assignment as fully as though such Recitals were set forth in the body of this Assignment in their entirety.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above and is effective as of the Effective Date.

Attest:

DAY'S BEVERAGES, INC.

By: David P. DiGirolamo  
Name: DAVID P. DIGIROLAMO  
Title: PRESIDENT

By: David P. DiGirolamo  
David P. DiGirolamo, President

Witness:

David P. DiGirolamo

David P. DiGirolamo  
David P. DiGirolamo

**EXHIBIT "A"**

**TRADEMARKS**

1. LIBERTY BELL GINGER ALE, Registration No. 2743985, registered on the Principal Register of the United States Patent and Trademark Office on July 29, 2003.
2. CHESTNUT HILL KEY LIME, Registration No. 3042134, registered on the Principal Register of the United States Patent and Trademark Office on January 10, 2006.
3. GERMANTOWN GRAPE, Registration No. 2717990, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
4. WILLIAM PENN ROOT BEER, Serial No. 76314633, filed with the United States Patent and Trademark Office on September 19, 2001.
5. RITTENHOUSE SQUARE CREAM, Registration No. 2717989, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
6. SOUTH PHILLY ORANGE CREAM, Registration No. 2717988, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
7. INDEPENDENCE HALL CHERRY VANILLA, Registration No. 2717987, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
8. BEN FRANKLIN BLACK CHERRY, Registration No. 2717986, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
9. MANAYUNK FRUIT PUNCH, Registration No. 2717985, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
10. BROAD STREET PINEAPPLE, Registration No. 2717984, registered on the Principal Register of the United States Patent and Trademark Office on May 20, 2003.
11. OLDE PHILADELPHIA SODA, Serial No. 76310686, filed with the United States Patent and Trademark Office on September 7, 2001 (registration application subsequently abandoned on November 7, 2002).