

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
Big Rock Brewery Partnership		10/11/2005	PARTNERSHIP: ALBERTA
RECEIVING PARTY DATA			
Name:	Northam Brewery Limited Partnership		
Street Address:	362 - 550 Burrard Street		
City:	Vancouver		
State/Country:	BRITISH COLUMBIA		
Postal Code:	V6C 2B5		
Entity Type:	LIMITED PARTNERSHIP: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2810354	WHISTLER	
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suites 1500-2000		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	119710-163397		
NAME OF SUBMITTER:	Michael A. Cohen		
Signature:	/michael a cohen/		
Date:	08/20/2008		

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Total Attachments: 9

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CONTRACT OF PURCHASE AND SALE

This agreement ("Agreement") dated as of October 11, 2005.

BETWEEN:

NORTHAM HOLDINGS LTD. (formerly known as 0712273 BC Ltd.), a company incorporated under the laws of British Columbia with an address at 362-550 Burrard Street, Vancouver, B.C. V6C 2B5

("LandCo")

NORTHAM BREWERY LIMITED PARTNERSHIP, a limited partnership formed under the laws of British Columbia with an address at 362 - 550 Burrard Street, Vancouver, B.C. V6C 2B5

(the "Partnership", and together with LandCo, the "Purchaser")

AND:

BIG ROCK BREWERY PARTNERSHIP, a general partnership formed under the laws of Alberta with an address at 5555 - 76th Avenue S.E., Calgary, Alberta, T2C 4L8

(the "Vendor")

WHEREAS:

A. The Vendor is the legal and beneficial owner of the Brewery (as defined below), other than the Lands and Buildings (as defined below), of which it is the beneficial owner and Whistler Brewing Company Ltd. is the registered owner;

B. The Vendor desires to sell the Brewery to the Purchaser upon the terms and conditions set forth herein; and

C. LandCo wishes to acquire the Lands and Buildings and the Partnership wishes to acquire the balance of the Brewery assets from the Vendor on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

1. **DEFINED TERMS**

Where used herein or in any schedule or amendment hereto the following terms shall have the following meanings respectively:

- 1.1 "Adjustment Date" means the date that is 30 days following the Closing Date, provided that if such date is not a Business Day then the Adjustment Date shall be the next Business Day following such date, or such other date as may be consented to in writing by the parties;
- 1.2 "Agreement" has the meaning set forth in the preamble hereto;
- 1.3 "Assumption Agreement" means the agreement among 0736621 B.C. Ltd. and LandCo, together as landlord, the Vendor, as assignor and the Partnership, as assignee providing for the assignment of the Lease and assumption of all liabilities thereunder by the Partnership a copy of which is attached as Exhibit "F";
- 1.4 "Brewery" means the Lands and the Buildings and the brewery business carried on, upon, from or within the Lands and the Buildings, including the Chattels, the Records, the Goodwill, the Inventory, the Warranties, the Proprietary Bottle Mould Interest and all other property, assets and rights, real or personal, tangible or intangible, owned by the Vendor (or to which it is entitled in connection with the Brewery) of whatsoever description used in connection with the operations and the business carried on upon the Lands, but does not include the Excluded Assets;
- 1.5 "Bright Beer Tanks" means the two 175 hl Ripley bright beer tanks currently situated on the Lands, bearing serial numbers C051901 and C051902;
- 1.6 "Buildings" means the building from which the Brewery is operated in the City of Kamloops, British Columbia, and all other buildings, fixtures, appurtenances and improvements on the Lands;
- 1.7 "Business Day" means any day other than a Saturday, Sunday or statutory holiday in British Columbia;
- 1.8 "Business Transition Arrangement Agreement" means the business transition agreement attached hereto as Exhibit A;
- 1.9 "Chattels" means all furnishings, refrigerators, equipment, tools, machinery, telephone systems, computer hardware and software, and other personal property (other than Inventory), including all other items relating to the day-to-day operation of the business of the Brewery, lying or being upon the Lands or Buildings or used in connection with the Brewery or the operation thereof, and including without limitation the items set forth on Schedule "H", but excluding those items identified as Excluded Assets;
- 1.10 "Closing Date" means October 7, 2005, or such other date as may be agreed to in writing by the parties hereto;
- 1.11 "Comfort Letter" means the letter dated September 20, 2005, from the British Columbia Liquor Control & Licensing Branch to the Purchaser, in respect of the transfer of the Liquor Licenses to the Purchaser;
- 1.12 "Customers" has the meaning set forth in Section 20.1;

- (x) all other assets and operations owned by the Vendor and located outside Kamloops, British Columbia relating to the Vendor's Primary Operations;

as at the Closing Date, provided that the Vendor shall not retain any rights to produce "Rock Creek Cider" products or the Vendor's Primary Products at the Brewery from and after the Closing Date;

1.19 "Expenses" means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incidental to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants, and other professionals);

1.20 "Faskens Escrow Agreement" means the escrow agreement between the Purchaser's Solicitors, the Purchaser and the Vendor which sets out the terms and conditions for the holding and payment of the Upgrade Holdback, a copy of which is attached hereto as Exhibit C;

1.21 "Financial Statements" means the unaudited income statements for the Brewery for the fiscal year December 31, 2004, and the management prepared unaudited financial statements for the Brewery for the period commencing January 1, 2005, and ending July 31, 2005;

1.22 "Good Faith Deposit" has the meaning set forth in Section 4.1;

1.23 "Goodwill" means all of the Vendor's interest in all goodwill associated with the Brewery, whether under design, in process or completed, including all telephone numbers, internet related sites and addresses, facsimile and telex numbers, unfilled orders, all lists of customers, advertising aids, promotional materials, design work, artwork, printers plates, signage, price lists, brewing formulas and the exclusive right of the Purchaser to represent itself as carrying on the Brewery as a business in continuation of and in succession to the Vendor under the Trade-Marks and other Intellectual Property referred to in Schedule M, but excluding any goodwill in respect of those items listed as Excluded Assets;

1.24 "Hazardous Substance" includes any contaminants, pollutants, dangerous substances, liquid wastes, industrial wastes, hauled liquid wastes, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to any law, judgment, decree, order, injunction, rule, statute and regulations of any court, arbitrator or governmental authority by which the Lands or the Vendor is bound or to which the Lands or the Vendor is subject;

1.25 "Intellectual Property" means the intellectual property described in Schedule M, which is owned or used by or licensed to the Vendor and used in connection with the Brewery, and for greater certainty, does not include any intellectual property used in the Vendor's Primary Operations;

and such other products as the Vendor may develop from time to time in the Primary Operations which do not infringe on the Trade-Marks or other Intellectual Property acquired by the Purchaser;

1.39 "Proprietary Bottle Mould Interest" means all of the right, title and interest of the Vendor in and to, including any rights of use of, the proprietary bottle mould situated at the Owens Illinois, Inc. manufacturing facility used to produce 341ml bottles having the design and specifications set out in Schedule "O";

1.40 "Purchaser" has the meaning set forth in the preamble hereto;

1.41 "Purchaser's Solicitors" means the Purchaser's solicitors, Fasken Martineau DuMoulin LLP; or such other solicitors who may be engaged by the Purchaser to act in respect of the purchase and sale transaction contemplated herein;

1.43 "Records" means all of the operating books, records, statements and other contracts and materials of any kind used or required in or pertaining to the operation of the business of the Brewery (but shall only mean a copy thereof for all such documents required by the Vendor for the Primary Operations);

1.44 "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Hazardous Substance into the indoor or outdoor environment or into or out of any property, including but not limited to the Lands and Building, comprising the Brewery, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or any property, including but not limited to the Lands and Building, comprising the Brewery;

1.45 "Tank Transfer Agreement" means the agreement of purchase and sale between the Vendor and the Partnership for the purchase and sale of the Bright Beer Tanks substantially in the form attached hereto as Exhibit D;

1.46 "Trade-Marks" means the domestic and foreign trade marks, trade names, business names, business styles, brand names, certification marks, service marks, distinguishing guises and related goodwill listed in Schedule M, and for greater certainty includes the trade names Kamloops Brewery and Whistler Brewing Company and any right of use of a corporate name using a derivative thereof, but does not include any marks, names, styles, guises or goodwill used in the Vendor's Primary Operations;

1.47 "Upgrade Holdback" has the meaning set forth in Section 4.2;

1.48 "Upgrade Improvements" means the improvement to be made by the Vendor to the Brewery on the terms and conditions set forth in Schedule D;

1.49 "Vendor" has the meaning set forth in the preamble hereto;

1.50 "Vendor's Solicitors" means the Vendor's solicitors, Davis & Company LLP, or such other solicitors who may be engaged by the Vendor to act in respect of the purchase and sale transaction contemplated hereby; and

1.51 "Warranties" means all of the Vendor's interest, to the extent assignable, in all assignable warranties, maintenance contracts and guarantees relating to the Buildings, office and other equipment and computer systems;

2. SCHEDULES

2.1 The following are the Schedules attached to and incorporated in this Agreement by reference and are deemed to be part hereof:

- Schedule "A" – The Lands and Permitted Encumbrances
- Schedule "B" – Deleted
- Schedule "C" – Material Contracts and Licenses
- Schedule "D" – Upgrade Improvements
- Schedule "E" – Financial Statements
- Schedule "F" – Insurance
- Schedule "G" – Survey/Plans
- Schedule "H" – Chattels
- Schedule "I" – Inventory
- Schedule "J" – Liquor Licenses
- Schedule "K" – Employees
- Schedule "L" – Deleted
- Schedule "M" – Intellectual Property
- Schedule "N" – Supplier Arrangements
- Schedule "O" – Proprietary Bottle
- Exhibit "A" – Business Transition Arrangement Agreement
- Exhibit "B" – Davis Escrow Agreement
- Exhibit "C" – Faskens Escrow Agreement
- Exhibit "D" – Tank Transfer Agreement
- Exhibit "E" – Lease
- Exhibit "F" – Assumption Agreement

3. PURCHASE AND SALE OF BREWERY

3.1 Purchase and Sale of Brewery. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, the Vendor shall sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser shall purchase from the Vendor, the Brewery, free and clear of all encumbrances other than the Permitted Encumbrances.

3.2 No Sale of Primary Operations or Primary Products. The Purchaser acknowledges and agrees that the Vendor will continue to carry on the Primary Operation and the production and distribution of the Primary Products and this Agreement, subject to Section 20.3, shall not in any way limit or restrict the Primary Operation or the production and distribution of the Primary Products. Furthermore, the Purchaser acknowledges and agrees that

25.17 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25.18 Joint and Several. If a party is more than one person or entity, every representation, covenant and agreement on the part of the party to be observed and performed by that party will be the joint and several representation, covenant and agreement of each person or entity comprising the party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the date first above written.

NORTHAM HOLDINGS LTD.

by its authorized signatory



Date: _____

**NORTHAM BREWERY LIMITED
PARTNERSHIP** by its general partner
NorthAm Management Ltd.

by its authorized signatory



Date: _____

BIG ROCK BREWERY PARTNERSHIP
by its managing partner **BIG ROCK
BREWERY LTD.** by its authorized
signatory

Date: _____

25.17 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25.18 Joint and Several. If a party is more than one person or entity, every representation, covenant and agreement on the part of the party to be observed and performed by that party will be the joint and several representation, covenant and agreement of each person or entity comprising the party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the date first above written.

NORTHAM HOLDINGS LTD.

by its authorized signatory

Date: _____

**NORTHAM BREWERY LIMITED
PARTNERSHIP** by its general partner

NorthAm Management Ltd.

by its authorized signatory

Date: _____

BIG ROCK BREWERY PARTNERSHIP

by its managing partner **BIG ROCK**

BREWERY LTD. by its authorized

signatory

Date: _____





SCHEDULE "M"

INTELLECTUAL PROPERTY

On the Closing Date, the Purchaser shall acquire the following Intellectual Property from the Vendor:

1. all Trade-Marks, copyright-protected works, computer software and all documentation which is owned by the Vendor and relates to the operation of the Brewery and the products currently produced at the Brewery (being Black Bear Ale, Bear Pale Ale, private label beer for the Customers, Winter Ale, Umpire Porter, Mother's Pale Ale, Whistler Cream Ale, Whistler Premium Lager, Bowen Island Lager, Bowen Island Strong, Joe Stiff's Spiked Root Beer and Joe Stiff's Whipped Orange) whether already registered, subject to or pending registration or unregistered and the latest revisions of all related object and source codes therefor;
2. all designs, industrial designs inventions, processes, know-how, inventions, formulas, trade secrets, processes and technology owned by the Vendor which relates to the operation of the Brewery and the products currently produced at the Brewery (being Black Bear Ale, Bear Pale Ale, private label beer for the Customers, Winter Ale, Umpire Porter, Mother's Pale Ale, Whistler Cream Ale, Whistler Premium Lager, Bowen Island Lager, Bowen Island Strong, Joe Stiff's Spiked Root Beer and Joe Stiff's Whipped Orange), and all worldwide rights therein including all applications, registrations, continuations in part, divisional applications re-issues or analogous rights or licence rights therefor;
3. all right, title and interest to the "joestiffs.com" website and the "bearbeer.com" website, and all URL web and e-mail addresses and names relating thereto;
4. all right, title and interest owned by the Vendor in the unregistered trade-names "Whistler Brewing Company" and "Kamloops Brewery", subject to the Vendor's right to use such names for a period of up to 30 days following the Closing Date; and
5. other intellectual or industrial property, in each case, owned by the Vendor and used in connection with the products currently produced at the Brewery (being Black Bear Ale, Bear Pale Ale, private label beer for the Customers, Winter Ale, Umpire Porter, Mother's Pale Ale, Whistler Cream Ale, Whistler Premium Lager, Bowen Island Lager, Bowen Island Strong, Joe Stiff's Spiked Root Beer and Joe Stiff's Whipped Orange), including the intellectual property described in the table attached hereto:

Canadian Trademarks

TRADEMARK	REGISTRATION /SERIAL #	WARES AND/OR SERVICES	STATUS
AVALANCH	443,001	Wares: Beers and ale.	REGISTERED Renewed Date September 6, 2011
	613,331	Wares: Brewed alcoholic beverages; posters, beer glasses; bottle openers; coffee mugs; patio umbrellas; golf balls; key chains; bottle containers for air packs; brochures; pens; jackets; crests; lapel pins; fridge magnets; hot air balloons; t-shirts; caps; sweat shirts; coasters.	REGISTERED Renewed Date July 6, 2012 July 27, 2014
	486,790	Wares: Brewed alcoholic beverages; posters, beer glasses; bottle openers; coffee mugs; patio umbrellas; golf balls; key chains; bottle containers for air packs; brochures; pens; jackets; crests; lapel pins; fridge magnets; hot air balloons; t-shirts; caps; sweat shirts; coasters.	REGISTERED Renewed Date August 17, 2013
BOWEN ISLAND	617,174	Wares: (1) Brewed alcoholic beverages (2) clothing, namely, casual clothing, swim wear and outerwear; (3) bags, namely, cooler bags, shoulder bags, golf bags, briefcases, back packs, tote bags and sports bags; (4) drinking vessels, namely, steins, glasses, mugs, thermal mugs and cups; (5) headwear; (6) umbrellas and collapsible chairs; (7) novelty items, namely, posters, key chains, license plates, coasters, bottle openers, clocks, watches, banners, decals, crests, signs, sunglasses, bill folds, airbags, beer pulls, trays, beer stirrers, can holders, ball buckets, ornamental pins, playing cards and lighters; and (8) stationery, namely, envelopes, cards and note paper Services: (1) Operation of a website displaying advertising, promotions and other information for dissemination to the public; (2) Carrying on the business of the sale of the above-products and/or services from a homepage on the internet.	REGISTERED Renewed Date August 20, 2010
JOE STIFF'S SPICED ROOT BEER	900,280	Wares: (1) Alcoholic beverages, namely, coolers; (2) casual clothing; (3) caps; (4) posters; (5) neon signs; (6) aprons; (7) coasters; (8) drinking glasses; (9) golf balls and tees; and (10) other novelty items. Services: (1) operation of a website displaying advertising, promotions and other information for dissemination to the public; and (2) carrying on the business of the sale of the above products and/or services from a homepage on the internet.	REGISTERED Renewed Date January 23, 2010
	900,618	Wares: (1) Alcoholic beverages, namely, coolers; (2) casual clothing; (3) caps; (4) posters; (5) neon signs; (6) aprons; (7) coasters; (8) drinking glasses; (9) golf balls and tees; and (10) other novelty items. Services: (1) operation of a website displaying advertising, promotions and other information for dissemination to the public; and (2) carrying on the business of the sale of the above products and/or services from a homepage on the internet.	REGISTERED Renewed Date January 26, 2010
MOTHER'S PALE ALE	478,076	Wares: Brewed alcoholic beverages, namely, beers, ale and lagers.	REGISTERED Renewed Date June 18, 2012
WHISTLER CREAM ALE	486,190	Wares: Brewed alcoholic beverages, namely, beers and ale.	REGISTERED Renewed Date February 3, 2013
WHISTLER PREMIUM LAGER	448,004	Wares: Brewed alcoholic beverages, namely, beers, ale and lagers.	REGISTERED Renewed Date August 26, 2010

United States Trademark

WHISTLER	2,618,364	Wares: Beer, lager and ale in Class 32.	Additional Renewed Date February 5, 2014 Proof of Use Due February 3, 2010
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