

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High Falls Brewing Company, LLC		02/19/2009	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	High Falls Licensing Co, LLC
Street Address:	445 St. Paul Street
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14605
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1927199	12 HORSE
Registration Number:	0540339	GENESEE
Registration Number:	1496056	GENNY
Registration Number:	3479189	GENNY LIGHT GENESEE BREWING COMPANY, ROCHESTER, NEW YORK
Registration Number:	2075093	GOLDEN ANNIVERSARY
Registration Number:	3020494	JW DUNDEE'S
Registration Number:	3062676	JW DUNDEE'S AMERICAN AMBER LAGER PERFECTLY BALANCED JWD
Registration Number:	3053852	JW DUNDEE'S AMERICAN PALE ALE FULL FLAVOR JWD DUNDEE'S JW PREMIUM
Registration Number:	3479246	JW DUNDEE'S FESTIVE ALE
Registration Number:	3479241	JW DUNDEE'S HEFE WEIZEN
Registration Number:	3479240	JW DUNDEE'S IPA

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Registration Number:	3132784	JW DUNDEE'S ORIGINAL HONEY BROWN
Registration Number:	3167959	HONEY BROWN JW DUNDEE'S ORIGINAL HONEY FLAVORED LAGER EXTRA SMOOTH JWD PREMIUM
Registration Number:	3479245	JW DUNDEE'S PALE BOCK
Registration Number:	2913575	KIPLING
Registration Number:	0947342	KOCH'S
Registration Number:	1749555	MICHAEL SHEA'S
Registration Number:	1766890	MICHAEL SHEA'S IRISH AMBER
Registration Number:	3479191	SINCE 1878 GENESEE · BEER · GENESEE BREWING COMPANY ROCHESTER, NEW YORK
Registration Number:	3479192	SINCE 1878 GENESEE BREWING COMPANY GENESEE BREWING COMPANY ROCHESTER NEW YORK
Serial Number:	77510595	AMERICA'S BACKYARD BEER
Serial Number:	77577894	AN AMERICAN ORIGINAL
Serial Number:	77524365	DON'T WORRY BE HOPPY
Serial Number:	77382816	DUNDEE
Serial Number:	77402303	GENNY FOR YOUR THOUGHTS
Serial Number:	77355008	HEMLOCK
Serial Number:	77577906	ORIGINALLY AMERICAN
Serial Number:	77592458	PUT YOUR THIRST ON ICE

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 840-7860
Email: CHGOIP@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Jenner & Block LLP
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ATTORNEY DOCKET NUMBER:	49067-10010
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	08/28/2009

Total Attachments: 10
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”), is entered into as of February 19, 2009, by and between High Falls Brewing Company, LLC, a New York limited liability company (the “Assignor”) and High Falls Licensing Co, LLC, a Delaware limited liability company (the “Assignee”). This IP Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of February 10, 2009, by and between Assignor, Cataract Ventures, LLC, a New York limited liability company, St. Paul Associates, LLC, a New York limited liability company, John R. Riedman, an individual with a principal business office at 45 East Avenue, 8th Floor, Rochester, New York, 14604, High Falls Operating Co, LLC, a Delaware limited liability company and Assignee (as such agreement may be amended or modified in accordance with its terms, the “Purchase Agreement”). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of 7:00 a.m., New York City time on the date hereof, the Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires from the Assignor, all right, title and interest in and to the Purchased Intellectual Property, including the Purchased Intellectual Property listed on Schedule A attached hereto (which is incorporated into and made a part of this IP Assignment), together with (i) the goodwill and common law rights associated therewith (ii) all continuations, continuations-in-part, reissuances, re-examinations and foreign counterparts to any of the foregoing, and (iii) all rights to sue and recover for any past, present or future infringement, damage or injury to any of the foregoing, the same to be held and enjoyed hereinafter by Assignee and its successors and assigns, in each case, free and clear of all Encumbrances.

The Assignor hereby agrees that Assignee shall have the right to register its claims of intellectual property rights in any Purchased Intellectual Property and applications, in its name, in the United States Patent and Trademark Office and its equivalent anywhere in the world.

Assignor for itself, its successors and assigns, hereby covenants and agrees that, at any time after the Closing Date upon the written request of Assignee, Assignor shall take or cause to be taken all such necessary action, including, without limitation, the execution and delivery of such further instruments and documents as may reasonably be requested by Assignee, as may be necessary to enable the Assignee to perfect and sustain its rights in and to any Purchased Intellectual Property.

This IP Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, but not limited to, the representations, warranties and covenants set forth in the Purchase Agreement). In the event of any conflict or inconsistency between the terms of this IP Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.


This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same agreement. Exchange and delivery of this IP Assignment by exchange of facsimile copies or other electronic copies bearing the signature of a party shall constitute a valid and binding execution and

delivery of this IP Assignment by such party. Such facsimile or other electronic copies shall constitute legally enforceable original documents.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this IP Assignment as of the date first written above.

HIGH FALLS BREWING COMPANY, LLC

By: 
Name: Norman E. Snyder
Title: Chief Executive Officer

HIGH FALLS LICENSING CO, LLC

By: _____
Name: Raquel Palmer
Title: Chief Executive Officer


Signature Page to IP Assignment

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this IP Assignment as of the date first written above.

HIGH FALLS BREWING COMPANY, LLC

By: _____
Name: Norman E. Snyder
Title: Chief Executive Officer

HIGH FALLS LICENSING CO, LLC

By:  _____
Name: Raquel Palmer
Title: Chief Executive Officer

Signature Page to IP Assignment

SCHEDULE A

Purchased Intellectual Property

See attached.

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
12 HORSE	1,927,199	10/17/1995
GENESEE	540,339	4/3/1951
GENNY	1,496,056	7/12/1988
GENNY LIGHT GENESEE BREWING CO. ROCHESTER, NY	3,479,189	8/5/2008
GOLDEN ANNIVERSARY	2,075,093	7/1/1997
JW DUNDEE'S	3,020,494	11/29/2005
JW DUNDEE'S AMERICAN AMBER LAGER PERFECTLY BALANCED JW DUNDEE'S JWD PREMIUM & Design	3,062,676	2/28/2006
JW DUNDEE'S AMERICAN PALE ALE FULL FLAVOR JW DUNDEE'S JWD PREMIUM & Design	3,053,852	1/31/2006
JW DUNDEE'S FESTIVE ALE	3,479,246	8/5/2008
JW DUNDEE'S HEFE WEIZEN	3,479,241	8/5/2008
JW DUNDEE'S IPA	3,479,240	8/5/2008
JW DUNDEE'S ORIGINAL HONEY BROWN	3,132,784	8/22/2006
JW DUNDEE'S ORIGINAL HONEY BROWN HONEY FLAVORED LAGER & Design	3,167,959	11/7/2006
JW DUNDEE'S PALE BOCK	3,479,245	8/5/2008
KIPLING	2,913,575	12/21/2004
KOCH'S	947,342	11/14/1972
MICHAEL SHEA'S	1,749,555	1/26/1993
MICHAEL SHEA'S IRISH AMBER	1,766,890	4/20/1993
SINCE 1878 GENESEE	3,479,191	8/5/2008

BEER GENESEE BREWING CO. ROCHESTER, NEW YORK & Design		
SINCE 1878 GENESEE BREWING COMPANY GENESEE BREWING COMPANY ROCHESTER, NEW YORK & Design	3,479,192	8/5/2008

Pending U.S. Trademark Applications

Mark	Application No.	Filing Date
AMERICA'S BACKYARD BEER	77/510,595	6/28/2008
AN AMERICAN ORIGINAL	77/577,894	9/24/2008
DON'T WORRY BE HOPPY	77/524,365	7/17/2008
DUNDEE	77/382,816	1/29/2008
GENNY FOR YOUR THOUGHTS	77/402,303	2/21/2008
HEMLOCK	77/355,008	12/18/2007
ORIGINALLY AMERICAN	77/577,906	9/24/2008
PUT YOUR THIRST ON ICE	77/592,458	10/14/2008

Foreign Trademark Registrations

Mark	Country	Registration No.	Registration Date
DUNDEE	Australia	1254687	12/9/2008
GENESEE	Brazil	826713610	7/22/2008
JW DUNDEE'S ORIGINAL HONEY BROWN	Canada	TMA694,057	8/14/2007
GENESEE	Ireland	231893	10/1/2004
GOLDEN ANNIVERSARY LAGER	Ireland	230704	10/1/2004
J W DUNDEE'S	Ireland	230747	10/1/2004
12 HORSE ALE	Mexico	784011	3/20/2003
GENESEE	Mexico	784012	3/20/2003
GENNY	Mexico	784013	3/20/2003

GOLDEN ANNIVERSARY	Mexico	784014	3/20/2003
KOCH'S	Mexico	784015	3/20/2003
GENESEE	South Korea	279556	11/18/1993
GENESEE NA	South Korea	610208	6/7/2006
GENESEE	United Kingdom	2374293	9/28/2004
J W DUNDEE'S	United Kingdom	2374292	9/28/2004
JW DUNDEE'S ORIGINAL HONEY BROWN	United Kingdom	2416287	9/8/2006

Pending Foreign Trademark Applications

Mark	Country	Application No.	Filing Date
JW DUNDEE'S ORIGINAL HONEY BROWN	China	5210662	3/13/2006
DUNDEE	New Zealand	793448	7/29/2008

Inactive Foreign Trademarks

Mark	Country	Registration No./Application No.	Registration date/Application date
12 HORSE ALE	Argentina	1544918	11/30/1994
GENESEE	Argentina	1574507	9/7/1995
GENNY	Argentina	1866736	12/29/1992
GOLDEN ANNIVERSARY	Argentina	1505790	2/28/1994
KOCH'S	Argentina	1505789	2/28/1994
J.W. DUNDEE'S HONEY BROWN LAGER	Canada	0810809	4/24/1996
GENESEE	Ecuador	5746/98	10/6/1998
GENNY	Ecuador	5745/98	10/6/1998
12 HORSE ALE	Mexico	433788	4/30/1993
GENESEE	Mexico	433787	4/30/1993
GENNY	Mexico	454186	3/11/1994
GOLDEN ANNIVERSARY	Mexico	472213	9/5/1994
KOCH'S	Mexico	472212	9/5/1994
GOLDEN ANNIVERSARY LAGER	United Kingdom	2374294	9/28/2004

Inactive U.S. Trademarks

Mark	Application/Registration No.	Application/Registration date
BLACK HORSE ALE (New York)	20,284	6/15/1981
HOLIDAY BEER (New York)	20,285	8/30/1991
BLACK HORSE (Pennsylvania)	81-34-1731	5/18/1981
AMERICA'S BACKYARD BEER	78/374,199	2/25/2004
BEER GOD	75/474,159	4/24/1998
BEER GOD & Design	2,321,783	2/22/2000
BEER GOD Design	75/474,163	4/24/1998
BLACK BELT	1,458,619	9/22/1987
BOY, COULD I GO FOR A GENNY NOW	1,496,057	7/12/1988
COLD-AGED	922,614	10/19/1971
DEER RUN	942,088	8/29/1972
DICKENS	676,100	3/24/1959
FYFE & DRUM	756,196	9/3/1963
GENESEE 12 HORSE ALE	314,280	6/26/1934
GENNY ICE BEER & Design	1,908,702	8/1/1995
GENNY SAVER	1,346,654	7/2/1985
GENNY SAVER BOTTLE & Design	1,363,652	10/1/1985
H.P.A.	75/061,460	2/23/1996
HIGHFALLS	2,120,232	12/9/1997
IROQUOIS & Design	55,875	8/21/1906
J W DUNDEE'S HONEY BROWN LAGER	2,284,298	10/12/1999
J.W. DUNDEE'S ORIGINAL HONEY BROWN EXTRA RICH LAGER & Design	2,278,592	9/21/1999
JENNY	593,111	7/27/1954
KENDRICK'S	76/444,158	8/23/2002
KOCH'S & Design	800,483	12/14/1965
KOCH'S THE TINY LITTLE BREWERY	1,022,819	10/14/1975

WHERE REAL BEER IS MADE & Design		
LIL' HONEYS	74/702,624	7/11/1995
PHOENIX	728,943	3/20/1962
THE BEER GOD HAS SPOKEN	2,260,036	7/6/1999
THUNDERBOLT (Transferred)	78/473,797	8/26/2004
TOMAHAWK	796,520	9/21/1965
TRIM	390,052	9/2/1941

The following is a list of High Falls Brewing Company's domain names:

Kiplingbeer.com
 Geneseebrewing.com
 Creamale.net
 Geneseebrew.com
 Geneseecreamale.com
 Gennycreamale.com
 Gennylight.com
 Jwdundee.com
 Jwdundees.com
 Seagramssmooth.com
 Seagrams-smooth.com
 Highfalls.biz
 Highfalls.com
 Seagramsescape.com
 Dundecraftpack.com
 Jwcraftpack.com
 Seagramscoolers.com
 Seagrams-coolers.com
 Tagjenny.com
 Creamale.com
 Dundeebeer.com
 Highfallsbrands.com
 Dundeeforthebees.com