

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
ANDERSON VALLEY BREWING, INC.		04/01/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ANDERSON VALLEY ACQUISITION COMPANY LLC
Street Address:	17700 Highway 253
City:	Boonville
State/Country:	CALIFORNIA
Postal Code:	95415
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77385545	THE LEGENDARY BOONVILLE BEER
Serial Number:	77384828	SOLAR POWERED BEER
Registration Number:	3582429	SOLAR POWERED BREWERY
Registration Number:	3492389	SUMMER SOLSTICE
Registration Number:	3575017	HOP OTTIN' IPA
Registration Number:	3575016	BOONT AMBER ALE
Registration Number:	2450962	WINTER SOLSTICE
Registration Number:	2449157	HIGH ROLLERS

CORRESPONDENCE DATA

Fax Number: (312)263-0939
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.696.1350
 Email: dsbaim@golanchristie.com
 Correspondent Name: Darrin Baim

OP \$215.00 77385545

900158723

**TRADEMARK
 REEL: 004179 FRAME: 0162**

Address Line 1: 70 West Madison
Address Line 2: Suite 1500
Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER:	Darrin Baim
--------------------	-------------

Signature:	/Darrin Baim/
------------	---------------

Date:	04/02/2010
-------	------------

Total Attachments: 3
source=Assignment of Trademark Interests#page1.tif
source=Assignment of Trademark Interests#page2.tif
source=Assignment of Trademark Interests#page3.tif

ASSIGNMENT OF TRADEMARK INTERESTS

THIS ASSIGNMENT ("Assignment") is dated as of April 11, 2010, and is made by ANDERSON VALLEY BREWING, INC., a California corporation, ("Assignor"), in favor of ANDERSON VALLEY ACQUISITION COMPANY LLC, a California limited liability company ("Assignee").

For the consideration set forth by and between Assignor and Assignee of even date herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

Section 1

DEFINITIONS

1.1 "Trademark Interests" means the interests that Assignor or any affiliate of Assignor may own, or have the right to sublicense hereunder, in the United States trademark identified in **Schedule A** attached hereto and made a part hereof, which mark has been filed with the United States Commissioner of Patents and Trademarks (including without limitation any derivative thereof to the extent any non-infringing rights exist), together with all other trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such mark including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

Section 2

ASSIGNMENT OF RIGHTS

2.1 **Trademark Interests.** As of the date hereof, Assignor, for itself, his heirs, estate and assigns, hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's right, title, and interest in and to the Trademark Interests. Assignor further transfers and assigns the right to file or refile for and obtain registrations of the Trademark Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Trademark Interests, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademark Interests, any applicable registrations thereof or the ownership of the Trademark Interests by Assignee.

2.2 **Further Assurances.** Assignor agrees at Assignee's reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Assignment.

2.3 **Recordings.** Assignor hereby authorizes the Assignee to file such documents with the United States Commissioner of Patents and Trademarks as is necessary to transfer the ownership of

**ASSIGNMENT OF TRADEMARK INTERESTS
ANDERSON VALLEY BREWING, INC. ("Assignor")
ANDERSON VALLEY ACQUISITION COMPANY LLC ("Assignee").**

SCHEDULE A

Trademark Name	Serial Number	Registration Number	Registration Date
THE LEGENDARY BOONVILLE BEER	77385545	N/A	N/A
SOLAR POWERED BEER	77384828	N/A	N/A
SOLAR POWERED BREWERY	77384334	3582429	03/03/2009
SUMMER SOLSTICE	77382600	3492389	08/26/2008
HOP OTTIN' IPA	77382570	3575017	02/17/2009
BOONT AMBER ALE	77382560	3575016	02/17/2009
WINTER SOLSTICE	76032911	2450962	05/15/2001
HIGH ROLLERS	76032910	2449157	04/21/2000