

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
Yards Brewing Company		08/23/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Yards Brewing Company, LLC		
Street Address:	901 N. Delaware Ave.		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19123		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2200071	YARDS	
CORRESPONDENCE DATA			
Fax Number:	(000)000-0000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-327-9094		
Email:	slevy@accentlawgroup.com		
Correspondent Name:	Steven M. Levy		
Address Line 1:	301 Fulton St		
Address Line 4:	Phiadelphia, PENNSYLVANIA 19147		
NAME OF SUBMITTER:	Steven M. Levy		
Signature:	/Steven M. Levy/		
Date:	08/23/2010		

Total Attachments: 3
 source=Yards Brewing TM Assign PTO signed#page1.tif

900170022

**TRADEMARK
 REEL: 004265 FRAME: 0153**

OP \$40.00 2200071

source=Yards Brewing TM Assign PTO signed#page2.tif

source=Yards Brewing TM Assign PTO signed#page3.tif

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of the date of complete execution, is by and between Yards Brewing Company, a Pennsylvania corporation located at 901 N. Delaware Avenue, Philadelphia, Pennsylvania 19123 ("Assignor") and Yards Brewing Company LLC, a Pennsylvania corporation located at 901 N. Delaware Avenue, Philadelphia, Pennsylvania 19123 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks as defined in Section 1.1 below; and

WHEREAS, Assignor has agreed to transfer and assign all of its right, title and interest in the Assigned Marks to Assignee;

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

I. DEFINITIONS

1.1 "Assigned Marks" as used herein shall mean the trademark YARDS, including its accompanying logo(s), all common law rights to YARDS as used on or in connection with any goods or services and any foreign equivalent, phonetic equivalent, misspelling, or confusingly similar version of YARDS; or any other mark, name, logo or other indicia that consists in whole or in part of the term YARDS, and all applications therefore and registrations thereof, anywhere in the world, including US Trademark Registration No. 2200071.

II. ASSIGNMENT

2.1 Assignor hereby irrevocably and expressly assigns and transfers to Assignee now and for all times all right, title, and interest that it now has or has ever had in and to the Assigned Marks together with the goodwill of the business symbolized thereby, all claims arising out of or relating to the use or ownership thereof, and the right to enforce any past claims of infringement relating to the Assigned Marks.

2.2 As of the date of the Assignment, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the Assigned Marks or the exploitation thereof, including without limitation the exclusive right to apply for and maintain all applications, registrations or renewals for the Assigned Marks; to sue for all past or future infringements of the Assigned Marks or other violations of any rights in the Assigned Marks and to settle and retain proceeds from any such action. In addition, as of the effective date, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including but not limited to all costs, taxes and fees that accrue after the effective date for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.

2.3 Consideration for the Assignment is set forth in the Agreement and Assignment of Rights between Yards Brewing Company, a Pennsylvania corporation, and Yards Brewing Company, LLC, a Pennsylvania limited liability company, dated August 23, 2010.

III. MISCELLANEOUS

3.1 If any provision of this Assignment is held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Assignment shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Assignment so as to replace the unenforceable language with enforceable language which as closely as possible reflects the parties' intent.

3.2 If the terms of this Assignment conflict with the terms of the Agreement and Assignment of Rights, then the terms of this Assignment document shall control.

3.3 This Agreement shall be governed by, interpreted and enforced under the substantive laws of the State of Pennsylvania without regard to Pennsylvania's conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have each caused this Trademark Assignment to be duly signed as of the date first written above.

YARDS BREWING COMPANY

By: Thomas L. Keloe Jr
Name: Thomas L. Keloe Jr
Title: President

YARDS BREWING COMPANY LLC

By: Thomas L. Keloe Jr
Name: Thomas L. Keloe Jr
Title: President

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)

:ss.:

COUNTY OF PHILADELPHIA)

On this 23rd of August, 2010 before me personally appeared Thomas L. Kehoe, Jr. the same person whose name was subscribed to the foregoing Agreement and Assignment of Rights document, and being duly authorized acknowledged that he/she is President of Yards Brewing Company, that he/she was authorized by Yards Brewing Company to execute the foregoing Agreement and Assignment of Rights, that he/she is authorized to bind Yards Brewing Company in connection with assuming all obligations set forth in the foregoing Agreement and Assignment of Rights, that the Agreement and Assignment of Rights is the free act and deed of Yards Brewing Company and that he/she signed the foregoing Agreement on behalf of Yards Brewing Company intending to legally bind that company.

Sworn to me before this 23rd day of August, 2010

Graey McQuinn
Notary Public

