# 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
BOYLAN BOTTLING CO.		09/16/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JEFF PLATT	
Street Address:	141 Cole Avenue	
City:	Providence	
State/Country:	RHODE ISLAND	
Postal Code:	02906	
Entity Type:	INDIVIDUAL: UNITED STATES	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2103876	PIRATE'S KEG

### **CORRESPONDENCE DATA**

Fax Number: (404)898-2901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-961-7614

Email: jmonahon@trusted-counsel.com

Correspondent Name: John P. Monahon

Address Line 1: 1201 Peachtree Street N.E.

Address Line 2: Suite 500

Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER:	John P. Monahon
Signature:	/John P. Monahon/
Date:	10/19/2010

Total Attachments: 3

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### EXHIBIT B

# BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (this "Bill of Sale") is made and entered into as of September 16, 2010 (the "Effective Date"), by BOYLAN BOTTLING CO., a Delaware corporation ("Assignor"), in favor of JEFF PLATT ("Assignee").

### RECITALS

- A. Assignor and Assignee have entered into that certain Redemption & Release Agreement, of even date herewith (the "Redemption & Release Agreement").
- B. Pursuant to the Redemption & Release Agreement, Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor, for the consideration and upon the terms and conditions set forth in the Redemption & Release Agreement, all of the assets, properties and other rights owned or leased by Assignor in and to the Assigned Assets (as defined in the Redemption & Release Agreement and set forth in <a href="Schedule1">Schedule1</a> attached hereto). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Redemption & Release Agreement.

### AGREEMENT

NOW, THEREFORE, pursuant to the Redemption & Release Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

# 1. Transfer of Assigned Assets.

- (a) Effective as of the Effective Date, Assignor hereby grants, bargains, sells, assigns, transfers, conveys, and delivers to Assignee, all of its successors and assigns, to have and to hold forever, all of Assignor's right, title and interest in, to or with respect to the Assigned Assets, together with the goodwill associated therewith, and which is symbolized thereby.
- (b) Assignee hereby accepts the foregoing sale and assignment, effective as of the Effective Date.
- 2. Terms of Purchase Agreement. This Bill of Sale is subject in all respects to the terms and conditions of the Redemption & Release Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede or modify in any way any of the covenants, agreements, representations or warranties of Assignor or Assignee contained in the Redemption & Release Agreement. In the event of any conflict or inconsistency between the terms of the Redemption & Release Agreement and the terms hereof, the terms of the Redemption & Release Agreement shall govern.

TCI 12939 - EXECUTION

TRADEMARK REEL: 004298 FRAME: 0762

- 3. Governing Law. This Bill of Sale shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Delaware (without regard to its laws relating to choice-of-law or conflicts-of-law).
- 4. Counterparts. This Bill of Sale may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered (which deliveries may be by facsimile) by the parties.

No provision of this Bill of Sale is intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, employee or partner of any party hereto or any other person or entity.

IN WITNESS WHEREOF, the parties have executed and delivered this Bill of Sale effective as of the day and year first above written.

ASSIGNOR:

**BOYLAN BOTTLING CO.** 

ou BANS

Robert Clamp, Chief Executive Officer

ASSIGNEE:

1000

Signed, sealed, sworn to and delivered

in the presence of:

Notary Public - Notary Public

Notarized this 14 day of

My Commission Expires:

(NOTARIAL SEAL)

TC112939 - EXECUTION

TRADEMARK REEL: 004298 FRAME: 0763

# SCHEDULE 1

# ASSIGNED ASSETS

The Assigned Assets are the following:

- 1. "Pirate's Keg" trademark, Registration No. 2,103,876 (the "Trade Mark").
- 2. "Pirate's Keg" trade dress, including product or package configurations and design (the "Trade Dress").
- 3. Internet domain name ("Internet Domain"):

pirateskeg.com

4. All goodwill associated and symbolized by the Trade Mark, Trade Dress and Internet Domain.

TC112939

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**RECORDED: 10/19/2010**