

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
Foothills Brewing Concern, Inc.		03/18/2011	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	638 Brewing Company, Inc.		
Street Address:	638 West Fourth Street		
City:	Winston Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3138266	F FOOTHILLS BREWING	
CORRESPONDENCE DATA			
Fax Number:	(336)723-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(336)723-7200		
Email:	cotis@hendricklawfirm.com		
Correspondent Name:	Kenneth C. Otis		
Address Line 1:	723 Coliseum Drive		
Address Line 2:	Suite 101		
Address Line 4:	Winston Salem, NORTH CAROLINA 27106		
NAME OF SUBMITTER:	Kenneth C. Otis		
Signature:	/kenneth c otis/		
Date:	04/04/2011		

OP \$40.00 3138266

Total Attachments: 4

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TRADEMARK ASSIGNMENT TO 638 BREWING COMPANY, INC.

THIS TRADEMARK ASSIGNMENT (“Agreement”) made effective the th 18 day of March, 2011 by and between **Foothills Brewing Concern, Inc.**, a South Carolina Corporation (“Assignor”), and the **638 Brewing Company, Inc.**, a North Carolina Corporation (“Assignee”).

WITNESSETH:

WHEREAS, the Assignee with an address of 638 West Fourth Street Winston Salem NC 27101 paid for a portion of the development and design of the trademark “Foothills Brewing” and logo with a Federal Trademark Registration Number of 3138266 (the “Mark”) and has been using the Mark in commerce since at least March 17, 2005;

WHEREAS, the Assignor is the owner of the Mark registered with the United States Patent and Trademark Office identified as follows:

Mark	Registration No.
	3138266

WHEREAS, the Assignor and Assignee have entered into an agreement for Assignee to purchase the Mark from Assignor;

WHEREAS, the Assignee shall license the Mark to Assignor for Assignor’s non-exclusive use in the State of South Carolina, pursuant to that license agreement entered into between the parties simultaneous to this Agreement.

NOW, THEREFORE, in consideration of the above premises, the covenant by the Assignee to license the Mark to the Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1
ASSIGNMENT

1.1 Assignment. The Assignor does hereby assign to the Assignee all right, title, and interest including but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, all goodwill and all other rights in and to the Mark.

1.2 Representations and Warranties.

A. Assignor represents and warrants to the Assignee that to the best of its knowledge the:

- (1) Assignor has the right, power and authority to enter into this Agreement;
- (2) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights in the Mark;
- (3) The Mark is freely assignable and not subject to liens, security interests, licenses or encumbrances of any kind;
- (4) The Mark does not infringe the rights of any person or entity;
- (5) The Mark is not subject to any claims, pending or threatened; and
- (6) The Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

B. The Assignee represents and warrants to the Assignor that the Assignee Shall license the Mark to the Assignor for use in the State of South Carolina.

1.3 Agreement to Perform Necessary Acts. Upon written notice from the Assignee, the Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the intent and provisions of this Agreement.

1.4 Non-Exclusive License. Assignor shall have a non-exclusive license to use the Mark in the State of South Carolina.

SECTION 2 **MISCELLANEOUS PROVISIONS**

2.1 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

2.2 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

2.3 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

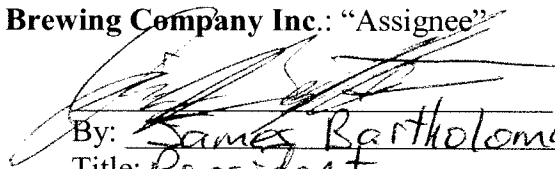
2.4 Counterparts. This Agreement is executed in multiple originals, with each copy being considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.


Foothills Brewing Concern, Inc.: "Assignor"

638 Brewing Company Inc.: "Assignee"

By: _____
Title: _____


By: James Bartholomew
Title: President

Foothills Brewing Concern, Inc.: "Assignor"


By: ROBERT F. MILLER
Title: PRES.

638 Brewing Company Inc.: "Assignee"

By: _____
Title: _____