

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
The Mishawaka Brewing Company		05/13/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Four Horsemen Brewing Company		
Street Address:	710 Fellows Street		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46601		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2091067	FOUR HORSEMEN ALE	
CORRESPONDENCE DATA			
Fax Number:	(219)464-1166		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2194624999		
Email:	domenica@hartmaniplaw.com		
Correspondent Name:	Hartman & Hartman, P.C.		
Address Line 1:	552 E. 700 N.		
Address Line 4:	Valparaiso, INDIANA 46383		
ATTORNEY DOCKET NUMBER:	B1-3288		
NAME OF SUBMITTER:	Domenica N.S. Hartman		
Signature:	/Domenica N.S. Hartman/		
Date:	05/16/2011		
Total Attachments: 2 source=B1-3288-Executed-Assignment#page1.tif source=B1-3288-Executed-Assignment#page2.tif			

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ASSIGNMENT OF TRADEMARK RIGHTS

This AGREEMENT is by and between:

The Mishawaka Brewing Company. ("ASSIGNOR"), a corporation of Indiana having a place of business at 408 W. Cleveland Road, Granger, IN 46530-9577; and

Four Horsemen Brewing Company, Inc. ("ASSIGNEE"), a corporation of Indiana having a place of business at 710 Fellows Street, South Bend, IN 46601.

1. This AGREEMENT describes an understanding regarding:

Trademark rights in the following mark which, through its adoption and continuous use, the ASSIGNOR has exclusively held so as to acquire rights therein and, if stated below, has registered with the U.S. Patent and Trademark Office:

FOUR HORSEMEN ALE - For Beer, in Class 32 ; United States Registration No. 2,091,067.

The above mark is referred to as the "MARK" below.

2. In that the ASSIGNEE desires to acquire all rights, title and interest in and to the above MARK, and the ASSIGNOR has agreed to such a transfer of its rights in the MARK, the ASSIGNOR and ASSIGNEE agree to the following:
 - a. In exchange for good and valuable consideration, receipt of which is acknowledged by this AGREEMENT, the ASSIGNOR formally assigns to the ASSIGNEE all rights, title and interest, in all countries, in the MARK;
 - b. By this AGREEMENT, the ASSIGNOR also transfers the goodwill that is connected with the use of and symbolized by the MARK, including the goodwill of any business in which the MARK has been used;
 - c. By this AGREEMENT, the ASSIGNOR transfers all right, title and interest in all tangible articles on which the MARK appears, such as articles that have been used for the purpose of advertising, including public displays and promotional materials;
 - d. By this AGREEMENT, the ASSIGNOR renounces all goodwill embodied in the MARK, such that all goodwill arising from the ASSIGNEE's use of the MARK will inure solely to the benefit of the ASSIGNEE;

- e. The ASSIGNOR shall not adopt or use, without prior written consent from the ASSIGNEE, any variation of the MARK or any word or mark likely to be similar to or confusingly similar with the MARK;
 - f. The ASSIGNOR shall not take any action that could be detrimental to the goodwill associated with the MARK; and
 - g. As ASSIGNEE of the MARK, the ASSIGNEE shall have the right to record this AGREEMENT with the U.S. Patent and Trademark Office, and to secure further registration of the MARK as the ASSIGNEE deems appropriate. The ASSIGNOR shall cooperate in good faith to provide information in support of the recordation of this AGREEMENT and in support of the filing and prosecution of any trademark application filed by the ASSIGNEE on the MARK.
3. The ASSIGNOR warrants that it is the sole owner of all rights, title and interest in the MARK, and to have the right to assign such rights, title and interest.
 4. This AGREEMENT shall be binding on the successors and assignees of the ASSIGNOR and ASSIGNEE.
 5. This AGREEMENT is executed by duly authorized representatives of the ASSIGNOR and the ASSIGNEE.

Agreed and accepted on
May 13th, 2011,

Agreed and accepted on
May 13th, 2011,

For: _____
The Mishawaka Brewing Company

For: _____
Four Horsemen Brewing Company, Inc.

By: Thomas R. Schmidt, Sr.
Name (signed)

By: [Signature]
Name (signed)

Thomas R. Schmidt, Sr.
Name (printed)

Samuel R. Roule
Name (printed)

Title: President

Title: Secretary