

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
Pyramid Breweries, Inc.		01/02/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Kemper Company		
Street Address:	2750 NW 31st Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97210		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1729709	THOMAS KEMPER	
CORRESPONDENCE DATA			
Fax Number:	(503)972-3873		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-221-1440		
Email:	lisa.gabel@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Avenue		
Address Line 2:	1600 Pioneer Tower		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	THOMAS KEMPER		
NAME OF SUBMITTER:	Christopher D. Erickson		
Signature:	/Christopher D. Erickson/		
Date:	09/06/2011		

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Total Attachments: 8

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ASSETS PURCHASE AGREEMENT

The parties to this Assets Purchase Agreement, dated January 2, 2007, are THE KEMPER COMPANY, an Oregon corporation ("Purchaser"), and PYRAMID BREWERIES INC., a Washington corporation ("Seller")

RECITALS:

A. Seller owns the Thomas Kemper trademarks identified on Exhibit A (the "Marks") which it has used to develop carbonated soft drinks for sale to wholesale customers under the Thomas Kemper Soda brand names (the "Branded Products"). Seller wishes to sell the Marks and all related intangible rights related to the Branded Products to Purchaser, together with the related assets referenced in Section 1 below.

B. Purchaser wishes to purchase all such assets as more particularly identified in Section 1 below upon the terms and conditions stated in this Agreement.

In consideration of the premises and the representations, warranties and covenants contained herein, the parties agree as follows:

1. Sale of Assets.

1.1 Sale of Assets. On the Closing Date (as defined in Section 3.1) Seller shall sell, convey, transfer and deliver to Purchaser, free of all liens and encumbrances except those accepted by Purchaser pursuant to the express terms of this Agreement, and Purchaser shall purchase and accept from Seller, the following tangible and intangible properties and assets:

(a) the Marks, which include all trademarks for Thomas Kemper including marks for that name for malt beverage products (other than WEIZEN BERRY), all related designs and logos, all formulas and recipes related to Thomas Kemper sodas, and all intangible assets and rights held by the Seller with respect to the Branded Products and the business conducted with such assets by Seller prior to the date hereof, including without limitation all rights to all domain names, and related design and coding for the Thomas Kemper sodas website;

(b) all finished goods inventories of the Branded Products to be listed on the inventory schedule prepared pursuant to Section 2.3 below (the "Inventories") including the pallets on which the Inventories are stored in the warehouse;

(c) the vehicles described on Schedule 1.1(c) together with the quantities of soda kegs (including related deposits and liabilities to be itemized as provided herein) and coolers identified on such Schedule.

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(d) all point of sale and other sales materials owned by Seller related to the business conducted with the Branded Products, plus all supplies in the form of cups, apparel, and merchandising items owned by Seller or located on Seller's premises or warehouses on the Closing Date and used in the Branded Products business;

(e) all of Seller's contract rights with respect to the distribution contracts listed on Schedule 2 as referenced in Section 3.2 below (the "Assumed Contracts"), subject to any rights of or restrictions on assignment contained therein;

(f) all customer lists, files, books and records, or copies thereof, including computerized data of Seller, related exclusively to the Marks or the sale of Branded Products; and

(g) Seller's common law rights to the name Thomas Kemper.

The rights and assets, tangible and intangible, to be transferred to Purchaser as detailed above are sometimes referred to in this Agreement as the "Assets." The Assets do not include Seller's cash, accounts receivable, production equipment or claims against any third party relating to the Branded Products business prior to the Closing, and such assets are referred to herein as the Excluded Assets.

1.2 No Assumption of Liabilities. Purchaser shall not assume any payables or liabilities whatsoever of the Seller related to the Marks or the Branded Products or the business previously conducted with such assets, except for the liabilities which have been itemized and listed on Schedule 1.2, such deposit liability being referred to herein as the Assumed Liabilities. Seller expressly retains and agrees to satisfy all other Seller liabilities and obligations related to the Assets being sold hereunder or the business previously conducted with the Assets by Seller prior to Closing other than the Assumed Liabilities.

1.3 Instruments of Conveyance and Transfer. On the Closing Date, Seller shall deliver to Purchaser such trademarks assignments, bills of sale, and other good and sufficient instruments of conveyance and assignment, including satisfactions, releases and terminations of prior financing statements, which shall be reasonably satisfactory in form and substance to Purchaser and its counsel, as shall be effective to vest in Purchaser all of Seller's right, title and interest in and to the Assets. Simultaneously with and after such delivery, Seller will take all additional steps as may be necessary to put Purchaser in possession and operating control of the Assets. The Assets shall be transferred to Purchaser free and clear of any and all liens, encumbrances, conditions and restrictions, except as expressly otherwise provided herein.

1.4 Further Assurances and Cooperation. Subsequent to the Closing Date, Seller will make available to Purchaser upon reasonable written request and at Purchaser's expense any records, documents or data not included in the records sold to Purchaser hereunder but which are retained by it and relate to the Assets, or copies of such items, and will execute and deliver from time to time at the reasonable request of Purchaser all such further instruments of conveyance, assignments and other documents and assurances as may be required in order to more effectively vest in and confirm to Purchaser full and complete title to, and the right to use and enjoy, the Assets. Purchaser shall make available to Seller all records of Seller acquired by Purchaser, or

copies of such records, as may be reasonably requested to permit Seller to make all necessary post-Closing regulatory filings and final determinations of tax liability.

1.5 Consents of Third Parties. Nothing in this Agreement shall be construed as an attempt to assign any contract, license, claim or other right, or any benefit arising thereunder, if an attempted assignment thereof, without the consent of a third party, would constitute a breach thereof or would impair the rights of Seller or Purchaser with respect thereto so that Purchaser would not in fact receive all such rights. Seller covenants not to take any action designed to impair Purchaser's ability to do business with any such third parties.

2. Consideration for Transfer of Seller's Assets.

2.1 Purchase Price. The base purchase price ("Base Purchase Price") to be paid by Purchaser for the Assets to be transferred hereunder, excluding the Inventories, shall be the sum of [REDACTED]. The Base Purchase Price shall be allocated among the Assets in the manner set forth on Schedule 2.1 to be attached to this Agreement at Closing.

2.2 Payment of Base Purchase Price. The Base Purchase Price shall be paid [REDACTED] by Purchaser in immediately available funds at Closing and [REDACTED] into the escrow account referenced in Section 7.10 below.

2.3 Inventories. Seller and Purchaser will conduct a joint inventory of the Inventories as of the close of business the date immediately preceding the Closing Date. The joint inventory will be jointly prepared, priced (based on Seller's raw materials costs and Tolling Fee charges as described in the Production and Supply Agreement referred to in Section 7.9 below minus [REDACTED] which Seller represents is the average rate of product returns from the trade), signed by Purchaser and Seller and attached to this Agreement at Closing as Schedule 2.3. The price for the Inventories as so calculated (the "Inventory Purchase Price") will be paid in full at Closing. Nonsalable inventories (which will include any inventories aged more than 120 days from the production date, discontinued items and any inventories which are damaged or for any reason are either not fit for consumption or salable in the ordinary course of business) will be excluded from the Inventory purchased hereunder. With respect to product delivered to the trade by Seller prior to Closing, product in excess of [REDACTED] in credit return value which is returned by the trade at any time after the Closing will be accepted for credit by Purchaser for the account of such customers and the amount so credited will be netted against amounts payable under the Production and Supply Agreement.

3. Closing and Schedules.

3.1 Closing. The closing of the transactions provided for in this Agreement (the "Closing") shall, unless an earlier date or another place is agreed upon in writing by the parties hereto, take place at such location as the parties may agree on January 2, 2007 or such other date as the parties may mutually agree upon (the "Closing Date"). Unless otherwise agreed by the parties at Closing, the Closing and the transfer of the Assets sold hereunder, and the business related thereto, will be deemed to have been effective as of the close of the business day of January 1, 2007.

4.12 Intellectual Property. A list of all trademarks, copyrights, service marks, trade names and registrations and applications for the foregoing owned and used by the Seller in connection with the sale of Thomas Kemper Sodas (collectively referred to as the "Owned Intellectual Property") is set forth in Exhibit A. Specifically excluded from the Owned Property is the mark for WEIZEN BERRY and any rights in the mark, which has been used on Thomas Kemper labels in the past, but which is a registered trademark of Seller, which Seller intends to continue using on its own products. Except as set forth in Disclosure Schedule 4.12, the Owned Intellectual Property is owned solely by the Seller and not subject to any license, royalty arrangement or to any liens or encumbrances. To the Knowledge of Seller, no other party has a right to use the name Thomas Kemper in connection with the sale of any other beverage product. No proceedings are pending or, to the Knowledge of Seller, threatened against Seller and no claims have been asserted against Seller in writing which challenge the validity of the ownership of any of the Owned Intellectual Property. All trademarks, copyrights, service marks and trade names which are or have been licensed from third parties and used by the Company in connection with the Branded Products business (the "Licensed Intellectual Property"), if any, are set forth on Disclosure Schedule 4.12. Except as set forth on the Disclosure Schedule, no shareholder or affiliate of Seller has any ownership interest in, or any right to receive payment for the Company's use of, any of the Owned Intellectual Property or Licensed Intellectual Property. To the Knowledge of Seller, there is no infringement of any of the Owned Intellectual Property by any other person and Seller has not received notice that there is any infringement of any of the Licensed Intellectual Property. Seller has not received notice, no, to the Knowledge of Seller, is there any reasonable basis to believe, that its production or sale of the Branded Products (a) is infringing or has infringed on any federal, state or foreign patents, trademarks or copyrights or other intellectual property rights of any other person, or (b) is misappropriating, or has misappropriated, any trade secrets of any other person.

4.13 Liabilities. There are no liabilities or claims of any kind relating to Seller's business for which Purchaser will be responsible after the Closing except for the obligations accruing after the Closing Date under the contracts listed on Schedule 2.

4.14 Sales by State. A complete listing of all states in which Seller has sold, directly or through one or more brokers or distributors, Branded Products during the period since January 1, 2005 is set forth on Disclosure Schedule 4.14.

4.15 Supply Arrangements. The list of suppliers who have supplied [REDACTED] or more of the Seller's raw materials for the Branded Products during the current year and the prior year are listed on Disclosure Schedule 4.15. Except as disclosed on such schedule, to the Knowledge of Seller, none of such supplies has indicated that they do not intend to continue the existing supplier relationship with the Seller and Seller has no reason to believe that there will be any interruption of purchased goods from any such supplier.

4.16 Customers. The list of customers who purchased [REDACTED] or more of the Branded Products in [REDACTED] and [REDACTED] and the sales volume to each customer in such period are as set forth in Disclosure Schedule 4.16. Except as disclosed on such schedule, to the Knowledge of Seller, none of such customers has indicated that they do not intend to continue purchasing the Branded Products in the future.

signed by the party to be bound thereby. This Agreement may not be changed or modified, except by agreement in writing, signed by all of the parties hereto.

12.7 Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors in interest of the respective parties hereto. Nothing contained herein, express or implied, is intended nor shall be construed to confer or give any person, firm or corporation other than the parties hereto, any rights or remedies under or by reason of this Agreement.

12.8 Notices. All notices or other communications which are required or permitted hereunder shall be sufficient if delivered personally or by registered or certified mail, postage prepaid, as follows:

If to Purchaser: The Kemper Company
 Attn: William J. Germano
 P.O. Box 820114
 Portland, OR 97282

With a copy to: Ronald L. Greenman
 Tonkon Torp LLP
 1600 Pioneer Tower
 888 SW Fifth Avenue
 Portland, OR 97204

If to Seller: Pyramid Breweries Inc.
 Attn: President
 91 South Royal Brougham Way
 Seattle, WA 98134

With a copy to: Eric DeJong
 Perkins Coie LLP
 1201 Third Avenue, Suite 4800
 Seattle, WA 98101

Any party may, by written notice to the other, change its address for purposes of this Agreement.

12.9 Waiver. Waiver by any party of the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of or prejudice that party's right to subsequently require strict performance of the same or any other provision of this Agreement.


12.10 Section Headings. The headings of the sections of this Agreement are for the convenience of the parties only and shall not be construed as affecting the terms of this Agreement or be used in the interpretation of the terms of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts; when each party has signed at least one counterpart, the Agreement shall be fully binding. Each

counterpart shall be considered an original, and all of them, taken together, shall constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assets Purchase Agreement to be executed as of the date set forth above.

Seller: PYRAMID BREWERIES INC.

By 
Scott Bamum, Chief Executive
Officer and President

Purchaser: THE KEMPER COMPANY





By 
William L. Germano
President

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EXHIBIT A

Trademarks:


U.S. THOMAS KEMPER Trademarks

MARK	Goods	Class	Status
	Carbonated soft drinks	32	Registered (No. 2959673)
	Carbonated soft drinks	32	Registered (No. 2781609)
	Alcoholic beverages, namely beer	32	Registered (No. 1458621)
	Carbonated soft drinks	32	Cancelled (No. 1726068)
THOMAS KEMPER	Beer and soft drinks	32	Registered (No. 1729709)
TK	Malt alcoholic beverages, namely beers and ales	32	Registered (No. 2043348)
EVERY BATCH BREWED FROM SCRATCH	Carbonated soft drinks	32	Registered (No. 2,810,715)

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Canadian THOMAS KEMPER Trademarks

MARK	Goods	Class	Status
THOMAS KEMPER	(1) Carbonated soft drinks; (2) Beer	32	Registered (TMA471109)
	(1) Carbonated soft drinks; (2) Beer	32	Registered (TMA471106)

Copyrights:

There are no REGISTERED copyrights. Unregistered copyrights include Label designs; publications, including brochures, specific to Thomas Kemper; Merchandise design (including posters, t-shirts, etc. containing original graphic Thomas Kemper design); web site graphics and textual content specific to Thomas Kemper; any original photographs, designs, or drawings proprietary to Thomas Kemper; original Thomas Kemper packaging design; advertising content and artwork specific to Thomas Kemper

Actual/Potential Past Infringement Against TKS

Use in Advertising	Goods	Owner	Status
Our Newest Flavor Root Beer #3 Tastes Just Like Thomas Kemper	Root Beer	Hi-Tech Homebrewing Supplies 6398 Dougherty Road, Suite 7 Dublin, CA 94568 www.hoptech.com	2002.11.11 No Action Taken

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