

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
River Horse Brewing Company		07/18/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RHB Acquisition, LLC		
<b>Street Address:</b>	80 Lambert Lane		
<b>City:</b>	Lambertville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08530		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2079664	RIVER HORSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)972-4156		
<b>Phone:</b>	2159727755		
<b>Email:</b>	trademarks@saul.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Gregory S. Bernabeo, Esq.,Saul Ewing LLP		
<b>Address Line 1:</b>	Centre Square West, 1500 Market Street		
<b>Address Line 2:</b>	38th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19102		
<b>ATTORNEY DOCKET NUMBER:</b>	356881.00011		
<b>NAME OF SUBMITTER:</b>	Gregory S. Bernabeo		
<b>Signature:</b>	/Gregory S. Bernabeo/		

CH \$40.00 2079664

Date:

03/13/2012

**Total Attachments: 13**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of July 18, 2007 between RIVER HORSE BREWING COMPANY, a Delaware corporation ("Seller"), and RHB ACQUISITION, LLC, a Pennsylvania limited liability company ("Buyer").

### Background

A. Seller is engaged in the manufacture and sale of specialty beers and the sale of related clothing, gift and souvenir items (the "Business").

B. Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume, certain assets and liabilities related to the Business, under the terms and conditions described in this Agreement.

### Terms

In consideration of the mutual representations, warranties, covenants and agreements, and upon the terms and subject to the conditions, hereinafter set forth, intending to be legally bound, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

"A-B" means \_\_\_\_\_, or any of its Affiliates.

"A-B Agreement" means that certain Trademark Agreement dated as of August 7, 2006 between A-B and Seller.

"ABC Transfer" means the "Person to Person Transfer" of the Limited Brewery permit currently held by Seller and issued by the New Jersey Division of Alcoholic Beverage Control.

"Accounting Principles" shall have the meaning set forth in Section 2.5(c).

"Accounts Payable" means the trade accounts payable of the Business incurred in the ordinary course of business, excluding accounts payable and loan balances owed to Related Parties, that would be set forth as accounts payable on a balance sheet of the Business as of the Closing Date prepared in accordance with GAAP.

**PAGES 2-8 REDACTED**

Tax.

"Technical Documentation" shall have the meaning set forth in Section 2.1(P).

"TTB Permit" means the Brewer's Notice (TTB Form 5130.10) and related documents submitted by the Buyer to the United States Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau.

"Voluntary Participation" shall have the meaning set forth in Section 8.3(c).

## ARTICLE II

### SALE OF ASSETS

1 DO NOT REMOVE THIS HIDDEN NUMBER!!!!

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2.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement and in reliance upon the representations and warranties contained herein, on the Closing Date Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the Purchased Assets, as the same shall exist on the Closing Date. For purposes of this Agreement, "Purchased Assets" shall mean all of the assets, properties and rights set forth or described in Section 2.1(a) through (u), inclusive, or otherwise primarily used in the conduct of the Business (except in each case for the Excluded Assets), wherever such assets, properties and rights are located and whether such assets are real, personal or mixed, tangible or intangible, matured or unmatured, known or unknown, contingent or fixed, and whether or not any of such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller's books or financial statements:

(a) all of the rights, titles, interests and estates of Seller in and to the Leased Real Estate, subject to the Permitted Encumbrances;

(b) all of the Principal Equipment and any rights to the warranties and licenses received from the manufacturers and distributors of the Principal Equipment and to any related claims, credits, rights of recovery and set-off with respect to such items;

(c) all of the motor vehicles and all spare parts, fuel and other supplies, tools and other items used in the operation or maintenance thereof which are owned or leased by Seller and which are primarily used or held for use in the conduct of the Business, and any rights to the warranties received from suppliers or manufacturers of such items, and any related claims, credits, rights of recovery and set-off with respect thereto, including without limitation all such vehicles, spare parts, fuel and other supplies, tools and other items and other rights set forth on Schedule 2.1C;

**PAGE 10 REDACTED**

software and information management systems described on Schedule 2.1J and any other software and information management systems primarily used or held for use in the conduct of the Business, including any documentation and manuals related thereto (the materials described in subsections (i) and (j) of this Section 2.1 hereinafter being referred to as "Business Records");

(k) all of the governmental permits, licenses, certificates of inspection, certificates of occupancy, building permits, variances and other licenses or permits (including Environmental Permits) relating to the use of the Leased Real Estate, approvals or other authorizations issued with respect to the Business and which are used in, or otherwise necessary or material to, the operation of the Business, the use of the Leased Real Estate, or the conduct of the Business at the Leased Real Estate by Buyer, or which are otherwise required by law to be transferred to Buyer (the "Governmental Permits") including those Governmental Permits which are described and identified in Schedules 2.1K and 3.12B (other than those Governmental Permits for which transfer is not permitted by law or the issuing authority);

(l) all trademarks, symbols, service marks, trademark registrations, service mark registrations, styles, trade names and applications for registration of trademarks and service marks owned by Seller and used in the Business (including the name "River Horse Brewing Company"), including without limitation those listed on Schedule 2.1L, together with the goodwill associated therewith, the right to sue for past infringement of any thereof, and all renewals, modifications and extensions thereof;

(m) all copyrights owned by Seller relating to copyrightable materials used or useful in the Business;

(n) all patents listed and identified in Schedule 2.1N, together with the right to sue for past infringement thereof;

(o) all licenses currently in effect granted by Seller to the extent relating to the patent properties referred to in subsection (n) above, including without limitation those listed and identified in Schedule 2.1O;


(p) all rights and incidents of interest of Seller in and to all technical documentation and trade secrets existing, owned by Seller and used directly in and relating to the Business, including without limitation know-how, discoveries, Business Product recipes, formulae, production outlines, designs, drawings (including without limitation, specification control drawings), blue prints, technical data, computerized data and information computer software and data bases, material specifications, purchasing specifications, invention records, research records, tool routings, labor records, manufacturing information, processes and techniques, testing, inspection and quality control processes and techniques, equipment lists, records maintained under applicable clauses of any Assumed Contract or under any statute or regulation applicable to the conduct of the Business, and other intellectual property; and copies of the (i) invention file records on the patents referred to in subsection (n) and (ii) file records on the trademarks and copyrights referred to in subsection (l) (such documentation and copies of

**PAGES 12-47 REDACTED**

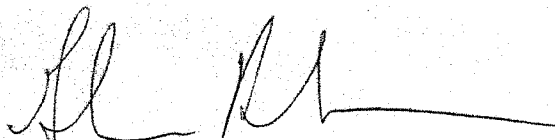


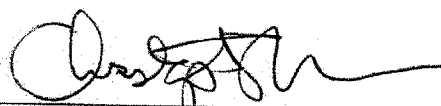
IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf by its duly authorized representative as of the day and year first written above.

RIVER HORSE BREWING COMPANY

By:   
Name: JAMES BRYAN  
Title: President

RHB ACQUISITION, LLC

By:   
Name: Glenn Bernabe  
Title: Member

By:   
Name: Christopher S. Walsh  
Title: Member

Draft dated: 6/27/07

ASSET PURCHASE AGREEMENT

between

RHB ACQUISITION, LLC

as Buyer

and

RIVER HORSE BREWING COMPANY

as Seller

dated

as of July 18, 2007

**TRADEMARK**  
**REEL: 004735 FRAME: 0485**

## Schedules

Schedule 1-A	Certain Business Products
Schedule 1-B	Permitted Encumbrances
Schedule 2.1B	Principal Equipment
Schedule 2.1C	Motor Vehicles and Other Equipment
Schedule 2.1D	Office Equipment
Schedule 2.1E	Inventory
Schedule 2.1G	Contracts
Schedule 2.1H	Licenses
Schedule 2.1J	Books and Records
Schedule 2.1K	Governmental Permits
Schedule 2.1L	Intellectual Property
Schedule 2.1N	Patents
Schedule 2.1O	Patent Licenses
Schedule 2.1U	Other Purchased Assets
Schedule 2.2C	Other Excluded Assets
Schedule 2.3A	Assumed Accounts Payable
Schedule 2.5B	Distribution of Purchase Price Proceeds
Schedule 3.3	Violations; Consents
Schedule 3.4	Certain Financial Information
Schedule 3.5	Certain Changes
Schedule 3.6	Title to Assets
Schedule 3.7	Personal Property
Schedule 3.9	Compliance with Laws
Schedule 3.10	Business Employees; Labor Matters
Schedule 3.11	Agreements
Schedule 3.12	Environmental Matters
Schedule 3.13	Disclosed Liabilities
Schedule 3.14	Warranty Claims
Schedule 3.15	Inventory; Purchased Assets
Schedule 3.16	Real Property
Schedule 3.18	Tax Matters
Schedule 3.19	Employee Benefit Plans
Schedule 3.20	Insurance

## **Exhibits**

Exhibit 1.1A	Bryan Note
Exhibit 2.3A	Assignment and Assumption Agreement
Exhibit 6.1(l)-1	Consultant Agreement
Exhibit 6.1(l)-2	Employment Agreement
Exhibit 7.1	Bill of Sale

**SCHEDULES 1-A TO 2.1(K) REDACTED**

Trademarks:

- River Horse – U.S. Registration # 2,079,664

All Common Law and Unregistered Trademarks including

- Bucks County Brewery, Inc.
- Pennbrook Lager
- Hop Hazard Pale Ale
- Tripel Horse

Summer Blonde

Symbols in Use:

- River Horse Logos – See Below

**RIVER HORSE**



**SCHEDULES 2.1(N) TO 3.2  
AND EXHIBITS REDACTED**