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
ICB Acquisitions, LLC		101/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sterling Brewers, LLC
Street Address:	1999 Richmond Road
Internal Address:	Suite 300
City:	Lexington
State/Country:	KENTUCKY
Postal Code:	50402
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0600470	STERLING

CORRESPONDENCE DATA

Fax Number: (202)315-3386 **Phone**: 2022942287

Email: jgerben@gerbenlawfirm.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Josh Gerben, Esq.

Address Line 1: 1155 Connecticut Ave NW

Address Line 2: Suite 500

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Josh Gerben, Esq.
Signature:	/Josh Gerben/
	1

TRADEMARK
REEL: 004738 FRAME: 0670

DP \$40.00 0600470

Date:	03/19/2012
Total Attachments: 2 source=Sterling_Assignment_FullyExecuted#page1.tif source=Sterling_Assignment_FullyExecuted#page2.tif	

TRADEMARK REEL: 004738 FRAME: 0671

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of January 31, 2012 ("Effective Date") by and between ICB Acquisitions, LLC ("Seller"), a Delaware Limited Liability Company having an address of 3340 Liberty Avenue, Pittsburgh, Pennsylvania 15201 and Sterling Brewers, LLC ("Buyer"), a Kentucky Limited Liability Company having an address of 1999 Richmond Road, Suite 300, Lexington, Kentucky 50402. Seller and Buyer are referred to hereinafter as the Parties. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Purchase Agreement between Seller and Buyer (the "Purchase Agreement") dated as of even date herewith, pursuant to which, among other things, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title, and interest in and to the trademark STERLING, having the United States Trademark Registration No. 0600470 (the "Trademark").

NOW, THEREFORE, in consideration of the agreements and covenants contained in the Purchase Agreement. and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement:

- Assignment: Seller hereby assigns, sells, transfers, and conveys to Buyer all right, title and interest, including, any common law rights in the U.S. and throughout the world, in and to the Trademark, together with the related goodwill of the business symbolized by the Trademark and the right to recover for damages from past, present, and future infringements thereof, if any.
- 2. Acceptance: Buyer hereby accepts the foregoing assignment



- Cooperation: After the Effective Date, Seller agrees to execute, acknowledge, and deliver such
 additional documents and instruments, and perform such additional acts, as reasonably necessary to
 perfect Buyer's right, title, and interest in and to the Trademark acquired by Buyer hereunder.
- 4. Purchase Agreement Controls. Nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be
 construed to confer upon, or give to, any person other than Buyer and its successors and assigns any
 remedy or claim under or by reason of this assignment.
- 6. <u>Binding Effect</u>: This assignment shall be binding upon and shall inure to the benefit Buyer, Parent, and Seller and their respective successors and assigns.
- 7. Governing Law: This Assignment shall be deemed to have been made and shall be governed by and construed pursuant to the laws of the State of Kentucky and the United States without regard to any conflicts of law provisions that would require the application of the laws of any other jurisdiction.

TRADEMARK REEL: 004738 FRAME: 0672 IN WITNESS WHEREOF, the undersigned execute this Assignment on the date indicated opposite their signatures below.

ICB ACQUISITIONS, JACC

Dated: January 31, 2012

By: BD LOZANO
Title: MESIDENT

STERLING BREWERS, LLC

Dated: January 31, 2012

Signature
By: KENNETH A. JACKSON
Title:

TRADEMARK REEL: 004738 FRAME: 0673

RECORDED: 03/19/2012