#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/31/2006

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Humboldt Brewing Company, Inc.	FORMERLY Humboldt Brewing Company	01/31/2006	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Firestone Walker LLC	
Street Address:	c/o Koenig & Associates	
Internal Address:	920 Garden St.	
City:	Santa Barbara	
State/Country:	CALIFORNIA	
Postal Code:	93101	
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3049675	RED NECTAR ALL NATURAL ALE

#### **CORRESPONDENCE DATA**

**Fax Number**: 8055648262

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

via US Mail.

Phone: 805-965-4400

Email: Kurt@incip.com

Correspondent Name: Kurt Koenig

Address Line 1: 920 Garden Street

Address Line 4: Santa Barbara, CALIFORNIA 93101

ATTORNEY DOCKET NUMBER: 2816-122

NAME OF SUBMITTER: Kurt Koenig

TRADEMARK

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OP \$40.00 3049675

Signature:	/Kurt Koenig/
Date:	07/11/2012
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# CONFIRMATORY TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of <u>January 31, 2006</u> ("Effective Date") by and among <u>Humboldt Brewing Company, Inc.</u>, a California corporation ("<u>Assignor</u>") and <u>Firestone Walker LLC</u>, a California limited liability company, with an address of P.O. Box 1299, Buellton, CA 93427 ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services");

WHEREAS, Assignor and Assignee have previously entered into an agreement in which they assigned all common law rights therein and the parties wish to memorialize such assignment as well as any other rights acquired by Assignor to the Marks; since the effective date of such prior assignment; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.
- Assignor hereby authorizes all appropriate empowered officials in relevant jurisdictions related to the Marks to transfer all registrations and applications for the Marks to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications.
- 3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Marks to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Agreement has been executed as of the Effective Date.

Humboldt Brewing Company, Inc.

y:

Mario Celotto, President

# Schedule A

**Trade-Mark** 

Serial No.

Reg. No.

1. RED NECTAR
ALL NATURAL ALE
& Design

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3049675



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**RECORDED: 07/11/2012**