

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>
The A-1 Beer Company		10/25/2013	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palmetto Beverage Investments, LLC		
<b>Street Address:</b>	24746 N. 76th Place		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0704081	A-1	
<b>Registration Number:</b>	2774270	ORIGINAL A-1 PREMIUM BEER THE WESTERN WA	
<b>Registration Number:</b>	3931084	THE WESTERN WAY TO SAY WELCOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888833074		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	857-233-5534		
<b>Email:</b>	cdesmond@dsandslaw.com		
<b>Correspondent Name:</b>	Christopher J. Desmond, Esq.		
<b>Address Line 1:</b>	Desmond, Strang & Scott, LLP		
<b>Address Line 2:</b>	654 Beacon Street, 6th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02215		
<b>NAME OF SUBMITTER:</b>	Christopher J. Desmond		
<b>Signature:</b>	/Christopher J. Desmond/		

OP \$90.00 0704081

Date:

10/29/2013

**Total Attachments: 9**

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**Trademark Assignment**  
**(Registration No. 704,081)**

This Trademark Assignment is effective as of October 25, 2013, by and between The A-1 Beer Company, an Arizona corporation ("Assignor"), and Palmetto Beverage Investments, LLC, an Arizona limited liability company ("Assignee").

A. Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark "A-1", U.S. Registration No. 704,081, and all other rights appurtenant thereto, including but not limited to all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement (the "Trademark").

B. Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same.

C. In connection with that certain Trademark Purchase Agreement, dated as of October 25, 2013, Assignor desires to assign to Assignee all rights, title and interest in and to the Trademark owned by Assignor.

THEREFORE, Assignor and Assignee hereby agree as follows:

(1) Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to (a) the name and mark "A-1" (b) United States Trademark Registration 704,081, (c) all the goodwill of that portion of Assignor's business and/or businesses symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Trademark, (ii) all damages and payments for past or future infringements and misappropriations of the Trademark, and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including without limitation the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the Registration).

(2) Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements that are inconsistent herewith.

(3) Assignor represents that Assignor has good, marketable and valid title to the Trademark, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance.

(4) Assignor agrees to execute any instruments and perform any acts that may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

*Handwritten initials/signature*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

THE A-1 BEER COMPANY

*[Handwritten Signature]*  
By: \_\_\_\_\_  
Title: *owner*

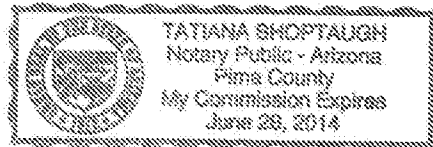
The State of Arizona

County of *Pima*

On October *25*, 2013, before me, *Tatiana Shoptaugh* notary, personally appeared *Deborah P. Plavutsky* who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signatures on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Signature *[Handwritten Signature]*



Notary *Tatiana Shoptaugh*

PALMETTO BEVERAGE INVESTMENTS, LLC

*T. P. A. IV*  
By: \_\_\_\_\_  
Title: *Managing Partner*

*[Handwritten mark]*

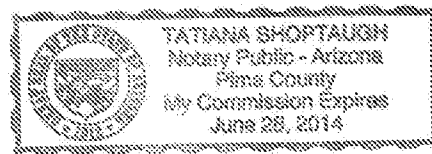
The State of Arizona

County of Pima

On October 25, 2013, before me, Tatiana Skoptaugh Notary, personally appeared John L. Rivers and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signatures on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Signature Skoptaugh



Notary Tatiana Skoptaugh

*Handwritten initials: JLR*

DPP

**Trademark Assignment**  
**(Registration No. 2,774,270)**

This Trademark Assignment is effective as of October 25, 2013, by and between The A-1 Beer Company, an Arizona corporation ("Assignor"), and Palmetto Beverage Investments, LLC, an Arizona limited liability company ("Assignee").

A. Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark "ORIGINAL A-1 PREMIUM BEER THE WESTERN WAY TO SAY WELCOME", U.S. Registration No. 2,774,270, and all other rights appurtenant thereto, including but not limited to all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement (the "Trademark").

B. Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same.

C. In connection with that certain Trademark Purchase Agreement, dated as of October 25, 2013, Assignor desires to assign to Assignee all rights, title and interest in and to the Trademark owned by Assignor.

THEREFORE, Assignor and Assignee hereby agree as follows:

(1) Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to (a) the mark "ORIGINAL A-1 PREMIUM BEER THE WESTERN WAY TO SAY WELCOME" (b) United States Trademark Registration 2,774,270, (c) all the goodwill of that portion of Assignor's business and/or businesses symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Trademark, (ii) all damages and payments for past or future infringements and misappropriations of the Trademark, and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including without limitation the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the Registration).

(2) Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements that are inconsistent herewith.

(3) Assignor represents that Assignor has good, marketable and valid title to the Trademark, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance.

(4) Assignor agrees to execute any instruments and perform any acts that may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the

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assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

THE A-1 BEER COMPANY

*[Handwritten Signature]*  
By: \_\_\_\_\_  
Title: *owner*

The State of Arizona

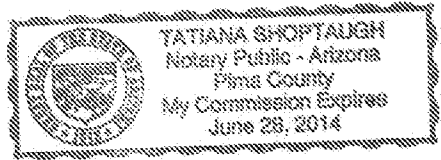
County of Pima

On October 25, 2013, before me, Tatiana Shoptaugh notary, personally appeared Deborah R. Hamilton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signatures on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Signature *Shoptaugh*

Notary Tatiana Shoptaugh



PALMETTO BEVERAGE INVESTMENTS, LLC

*J. P. IV*  
By: \_\_\_\_\_  
Title: *Managing Partner*

*JK*

*2013*

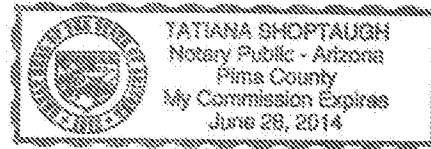
The State of Arizona

County of Pima

On October 25, 2013, before me, Tatiana Sheptaugh notary, personally appeared John L. AVERS and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signatures on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Signature Shep/gh



Notary Tatiana Sheptaugh

*JK*



**Trademark Assignment**  
**(Registration No. 3,931,084)**

This Trademark Assignment is effective as of October 25, 2013, by and between The A-1 Beer Company, an Arizona corporation ("Assignor"), and Palmetto Beverage Investments, LLC, an Arizona limited liability company ("Assignee").

A. Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark "THE WESTERN WAY TO SAY WELCOME", U.S. Registration No. 3,931,084, and all other rights appurtenant thereto, including but not limited to all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement (the "Trademark").

B. Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same.

C. In connection with that certain Trademark Purchase Agreement, dated as of October 25, 2013, Assignor desires to assign to Assignee all rights, title and interest in and to the Trademark owned by Assignor.

THEREFORE, Assignor and Assignee hereby agree as follows:

(1) Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to (a) the mark "THE WESTERN WAY TO SAY WELCOME" (b) United States Trademark Registration 3,931,084, (c) all the goodwill of that portion of Assignor's business and/or businesses symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Trademark, (ii) all damages and payments for past or future infringements and misappropriations of the Trademark, and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including without limitation the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the Registration).

(2) Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements that are inconsistent herewith.

(3) Assignor represents that Assignor has good, marketable and valid title to the Trademark, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance.

(4) Assignor agrees to execute any instruments and perform any acts that may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

LAD

JR

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

THE A-1 BEER COMPANY

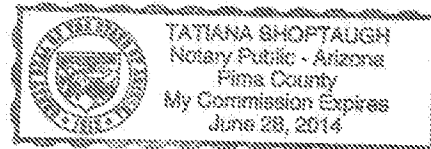
[Signature]  
By:  
Title: owner

The State of Arizona  
County of Pima

On October 25, 2013, before me, Tatiana Shoptaugh, notary, personally appeared Nelora R. Ramirez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signatures on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Signature [Signature]



Notary Tatiana Shoptaugh

PALMETTO BEVERAGE INVESTMENTS, LLC

[Signature]  
By:  
Title: Manager Partner

[Handwritten initials]

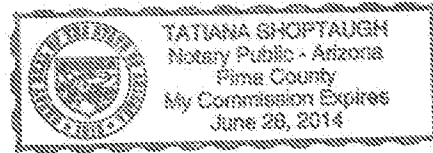
The State of Arizona

County of Pima

On October 25, 2013, before me, Tatiana Shoptaugh notary, personally appeared John L. RIVERS and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signatures on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Signature Shoptaugh



Notary Tatiana Shoptaugh

*JR*