

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539998

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900509826		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tap It Brewing Company, LLC		12/18/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Santa Maria Brewing Company		
Street Address:	1451 Fairway Drive		
City:	Santa Maria		
State/Country:	CALIFORNIA		
Postal Code:	93455		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3986811	TAP IT	
Registration Number:	4432423	ALE CAMINO	
Registration Number:	5231383	TROPICALI DANK	
Registration Number:	5319743	TAP IT BREWING CO.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8183999359		
Email:	jillian@smbrew.com		
Correspondent Name:	Jillian Ostrove		
Address Line 1:	1451 Fairway Drive		
Address Line 4:	Santa Maria, CALIFORNIA 93455		
NAME OF SUBMITTER:	Jillian Ostrove		
SIGNATURE:	/Jillian Ostrove/		
DATE SIGNED:	09/09/2019		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*") is entered into as of December 18, 2017 (the "*Effective Date*"), by and between Tap It Brewing Co., LLC, a California limited liability company ("*Seller*"), and Santa Maria Brewing Co., a California corporation ("*Buyer*"), both of whom may be referred to individually as "*Party*" or collectively as "*Parties*".

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller, certain assets of Seller used in connection with Seller's business of brewing and packaging beer pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the covenants, premises, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.01 Purchased Assets. At Closing, upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in reliance on the covenants and representations made by Seller and Buyer in this Agreement, Seller shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Buyer and Buyer shall purchase and accept Seller's right, title and interests in and to the assets, properties and rights described in Exhibit A attached hereto (collectively, the "*Purchased Assets*") in exchange for the Purchase Price. The Purchase Price is a negotiated price and not dependent on any appraisal or valuation.

Section 1.02 Excluded Assets. Excluded from this sale and purchase are all of Seller's assets not listed on Exhibit A. For the avoidance of doubt, all membership interests in Seller are excluded from this transaction.

Section 1.03 Liabilities Assumed by Buyer.

(a) As further consideration for the consummation of the transactions, at the Closing, Buyer assumes and agrees to pay, perform, fulfill and discharge, and shall indemnify and hold Seller harmless from and against, all of the liabilities set forth in Exhibit B attached hereto (collectively, the "*Assumed Liabilities*").

(b) Buyer will help Seller collect receivables in the ordinary course of business for all invoices issued prior to Closing Date. Buyer will attempt to collect the accounts receivable and promptly upon receipt, and no less frequently than weekly, turn over to Seller the cash received as the receivables are collected. Any check payable to Seller for invoices arising after the Closing Date shall be endorsed by Seller and delivered to Buyer for deposit by Buyer. Any check payable to Buyer or its affiliates for invoices arising before the Closing Date shall be endorsed by Buyer and delivered to Seller for deposit by Seller. Buyer shall use its best efforts to collect accounts receivable, but shall not be liable or responsible for any discounts, partial payments, nonpayment or any uncollectable amounts. In addition, any collection activity that is

necessary to collect any of the accounts receivable shall be the responsibility of Seller. All accounts receivable related to invoices issued on or after Closing Date shall be the sole property of Buyer, and shall not be paid to Seller.

(e) Except for the Assumed Liabilities, Buyer is not assuming any liabilities of Seller whatsoever (the "*Excluded Liabilities*"), all of which will remain the responsibility of Seller.

ARTICLE II.

PURCHASE PRICE AND PAYMENT

Section 2.01 Purchase Price; Collateral. In consideration of the conveyance to Buyer of the Purchased Assets, and for each other right acquired by Buyer under this Agreement, Buyer shall issue a promissory note in the form of Exhibit C attached hereto (the "*Promissory Note*") to Seller in an amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) (the "*Purchase Price*") to be paid monthly beginning twelve (12) months after the Closing Date for eighty-four (84) months (unless prepaid in full or terminated at any date prior) (the "*Promissory Note Term*"). The Promissory Note shall be secured by a lien on the all of the Purchaser Assets and revenues derived therefrom pursuant to a security agreement executed concurrently with this Agreement in the form attached hereto as Exhibit D. Seller shall file a UCC-1 to perfect such security interest.

ARTICLE III.

CLOSING; DELIVERIES

Section 3.01 Closing. The closing (the "*Closing*") of the transactions contemplated by this Agreement shall be on the day on which all of the conditions set forth in Article IX are satisfied or waived (other than those that by their nature can only be performed at the Closing) or at such other time or place as may be agreed by the Parties in writing (the "*Closing Date*") by the exchange via e-mail, facsimile or other electronic transmission of executed copies of this Agreement and the other documents, agreements and instruments required under this Agreement (with manually executed copies to be delivered via overnight courier if not exchanged on the Closing Date).

Section 3.02 Closing Deliveries.

(a) Seller's Deliveries to Buyer. At the Closing, Seller will duly execute, if applicable, and deliver to Buyer:

- (i) a Bill of Sale, substantially in the form attached hereto as Exhibit E (the "*Bill of Sale*");
- (ii) the Security Agreement;
- (iii) the Lease Agreement, substantially in the form attached hereto as Exhibit E (the "*Lease Agreement*");

(iv) the Guaranty, substantially in the form attached hereto as Exhibit G (the "*Guaranty*") duly executed by Byron Moles and Jeff Campbell (together, the "*Guarantors*"); and

(v) such other documents as may be reasonably requested by Buyer to effect the transactions.

(b) Buyer's Deliveries to Seller. At the Closing, Buyer will duly execute, if applicable, and deliver to Seller:

(i) the Promissory Note;

(ii) the Bill of Sale;

(iii) the Security Agreement;

(iv) the Lease Agreement; and

(v) such other documents as may be reasonably requested by Seller to effect the transactions.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF SELLER

As of the Effective Date and the Closing Date, Seller makes the following representations and warranties to its knowledge to Buyer:

Section 4.01 Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transaction contemplated hereby.

Section 4.02 Authorization. This Agreement has been duly authorized, executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights or by the application of general principles of equity.

Section 4.03 No Pending Actions. There is no pending or, to Seller's knowledge, threatened proceeding against Seller before any court or governmental authority, to restrain or prevent the consummation of the transactions.

Section 4.04 Condition of Purchased Assets. It is expressly understood by all parties to this Agreement that the Purchased Assets are being sold by Seller in AS-IS-condition, as is further described in Article VI herein. Buyer acknowledges that except for the representations and warranties contained in this Article IV, neither Seller nor any other person makes any other

express or implied representation or warranty on behalf of Seller, including, without limitation, any representation or warranty as to the condition of the Assets.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

As of the Effective Date and the Closing Date, Buyer makes the following representations and warranties to Seller:

Section 5.01 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Buyer has all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on the provision of its services. Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transaction.

Section 5.02 Authorization. This Agreement has been duly authorized, executed and delivered by Buyer, constitutes the valid and binding agreement of Buyer and is enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights or by the application of general principles of equity.

Section 5.03 No Pending Actions. There is no pending or, to Buyer's knowledge, threatened proceeding against Buyer before any governmental authority, to restrain or prevent the consummation of the transactions.

Section 5.04 Governmental Consents. There are no consents, approvals or authorizations of, or registrations, qualifications or filings with, governmental or regulatory agencies or authorities necessary in connection with the execution and delivery of this Agreement by Buyer or for the consummation by Buyer of the transactions contemplated hereby.

Section 5.05 Buyer's Acceptance. Buyer represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the Purchased Assets. Buyer has not relied on any representations made by Seller, other than those specified in this Agreement. Buyer further acknowledges that Seller or Broker has made no agreement or promise to repair or improve any of the Purchased Assets being sold to Buyer under this Agreement, and that Buyer takes all such Purchased Assets in the condition existing on the date of this Agreement.

ARTICLE VI.

"AS-IS" CONDITION

Except as to title and as may be specifically provided in this Agreement, Buyer expressly understands and agrees that it shall accept the sale and transfer by Seller of all of the Purchased Assets on an "As-Is Where-Is" basis on the Closing Date regardless of the condition of the Purchased Assets and whether Buyer has inspected and examined them. EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THIS AGREEMENT, BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT SELLER MAKES NO WARRANTY WITH RESPECT TO THE VALUE, CONDITION OR USE OF THE ASSETS, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

ARTICLE VII.

COVENANTS

Section 7.01 Subsequent Actions. If, at any time after the Closing, either Party considers or is advised that any bill of sale, assignment, assurance or any other action or thing is necessary or desirable to vest, perfect or confirm of record or otherwise in the right, title or interest in, to or under any of the Purchased Assets, then the Parties, and their officers and directors, shall execute and deliver all other bills of sale, assignments and assurances and to take and do, all other actions and things as may be reasonably necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such Purchased Assets or related rights, properties or assets or otherwise to carry out this Agreement and consummate the transactions. Included in this Section 7.01 shall be the filing of all state, federal and other regulatory documents necessary for the acquisition.

Section 7.02 Payment of Taxes Resulting from Sale of Assets. Buyer will pay in a timely manner all taxes resulting from or payable in connection with the sale of the Purchased Assets pursuant to this Agreement, regardless of the person on whom such taxes are imposed by law.

Section 7.03 Continuing Operations. After the Closing, Buyer will continue to produce and distribute for sale the "Tap It" craft brews in production and distribution as of the Closing and will operate the business in a commercially reasonable manner, in each case, through the Promissory Note Term.

Section 7.04 Assignments. At the Closing or promptly thereafter, as applicable, to the extent that specific assignments may be necessary or appropriate in respect of any of the Purchased Assets, and/or to the extent that any of the Purchased Assets are represented by certificates of title or other documents, then Buyer will execute and deliver to Buyer any additional transfer documents, and shall endorse to and in the name of Buyer all certificates of title and other such documents, as may be reasonably necessary or appropriate and requested by Buyer to effect the full transfer to Buyer all of the Purchased Assets.

Section 7.05 Employees. From and after the Closing, Buyer shall offer to continue the employment of Ryan Aikens on substantially the same terms and conditions as his current employment as brew master for Seller. Without limiting the foregoing, for the first twelve (12) calendar months after the Closing Date, Buyer shall continue to pay wages and provide vacation accrual to Ryan Aikens under the same terms as he is presently employed by Seller.

Section 7.06 Purchase Price Allocation. The Parties agree on an allocation of the Purchase Price among the acquired assets in a manner which complies with the requirements of the Internal Revenue Code of 1986, as amended. The parties agree that (i) the respective federal, state, local and foreign tax returns to be filed by each of them shall reflect such allocation, (ii) they shall cooperate in the preparation of such forms, and (iii) neither of them shall take any position contrary to such allocation in any tax return, in any refund claim, in any litigation, or otherwise, unless otherwise required to do so under applicable law

ARTICLE VIII.

RISK OF LOSS.

The risk of loss, damage, or destruction to any of the Purchased Assets to be conveyed to Buyer under this Agreement shall be borne by Seller to the time of Closing. In the event of such loss, damage, or destruction, Seller, at its option, shall either terminate this Agreement, or shall replace the lost Purchased Asset or repair or cause to repair the damaged Purchased Asset to its condition before the damage. If Seller chooses to repair or replace such Assets and replacement, repairs, or restorations are not completed before Closing, then the Purchase Price shall be adjusted by an amount agreed upon by Buyer and Seller that will be required to complete the replacement, repair, or restoration following Closing. If Buyer and Seller are unable to agree, then Buyer, at its sole option may terminate this Agreement.

ARTICLE IX.

CONDITIONS PRECEDENT

Section 9.01 Conditions Precedent to the Parties' Obligations. The obligations of the Parties as provided herein shall be subject to each of the following conditions precedent, unless waived in writing by both Buyer and Seller:

(a) Consents and Approvals. The Parties shall have obtained all necessary consents and approvals of their respective boards of directors, and all consents, approvals and authorizations required under their respective charter documents, and all material consents, including any material consents and waivers by the Parties' respective lenders and other third-parties, if necessary, to the consummation of the transactions contemplated by this Agreement. The California Alcoholic Beverage Commission (the "ABC") shall have approved Seller's transfer to Buyer of any licenses, permits and approvals from the ABC authorizing the production and sale of beer at retail or wholesale in the State of California and otherwise necessary or advisable for the conduct by the Buyer of the Buyer's brewery business from and after the Closing Date as the Seller has heretofore conducted the brewery business; provided that it shall not be a condition to the Buyer's obligations hereunder that the Buyer shall have obtained

any licenses, permits or approvals from any governmental authority in or of any state other than the State of California.

(b) Absence of Certain Litigation. No action or proceeding shall be threatened or pending before any governmental entity or authority which, in the reasonable opinion of counsel for the parties, is likely to result in a restraint, prohibition or the obtaining of damages or other relief in connection with this agreement or the consummation of the transactions contemplated hereby.

Section 9.02 Conditions Precedent to the Obligations of Buyer. The obligations of Buyer on the Closing Date as provided herein shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions precedent, unless waived in writing by Buyer:

(a) Consents and Approvals. Seller shall have obtained all required consents to the consummation of the transactions contemplated by this Agreement.

(b) Representations and Warranties. The representations and warranties by Seller in this Agreement shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except to the extent that any changes therein are specifically contemplated by this Agreement.

(c) Performance. Seller shall have performed and complied in all material respects with all agreements to be performed or complied with by either of them pursuant to this Agreement and the other transaction documents at or prior to the Closing.

(d) Proceedings and Documents. All corporate, company and other proceedings of Seller in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to Buyer and their counsel, and they shall have received all such counterpart originals (or certified or other copies) of such documents as they may reasonably request.

(e) Transaction Documents. Seller shall have executed and delivered all transaction documents required to be executed by such Party, and the Guarantors shall have executed and delivered the Guaranty.

Section 9.03 Conditions Precedent to the Obligations of Seller. The obligations of Seller on the Closing Date as provided herein shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions precedent, unless waived in writing by Seller:

(a) Consents and Approvals. Buyer shall have obtained all required consents to the consummation of the transactions contemplated by this Agreement.

(b) Representations and Warranties. The representations and warranties by Buyer in this Agreement shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except to the extent that any changes therein are specifically contemplated by this Agreement.

(c) Performance. Buyer shall have performed and complied in all material respects with all agreements to be performed or complied with by either of them pursuant to this Agreement and the other transaction documents at or prior to the Closing.

(d) Proceedings and Documents. All corporate, company and other proceedings of Buyer in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to Seller and their counsel, and they shall have received all such counterpart originals (or certified or other copies) of such documents as they may reasonably request.

(e) Transaction Documents. Buyer shall have executed and delivered all transaction documents required to be executed by such Party.

ARTICLE X.

TERMINATION

Section 10.01 Method of Termination. Until Closing, this Agreement may be terminated and the transactions may be abandoned at any time by:

- (a) The mutual written consent of the Parties;
- (b) Any Party, pursuant to the terms of Article VIII;

(c) Any Party, if any governmental entity or court of competent jurisdiction shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the Parties shall use their commercially reasonable best efforts to lift), which restrains, enjoins or otherwise prohibits the transactions or any of them as contemplated herein and such order, decree, ruling or other action shall have become final and non-appealable;

(d) Buyer, if Seller shall have breached in any material respect any of its or his representations, warranties, covenants or other agreements contained in this Agreement; and

(e) Seller, if Buyer shall have breached in any material respect any of its or his representations, warranties, covenants or other agreements contained in this Agreement.

Section 10.02 Effect of Termination. If this Agreement is terminated as provided in Section 10.01, written notice of such termination shall be given by the terminating Party to the other Parties specifying the provision of this Agreement pursuant to which such termination is made, this Agreement shall become null and void and there shall be no liability on the part of any Party provided, however, that nothing in this Agreement shall relieve any Party from any liability or obligation with respect to any willful breach of this Agreement, and termination shall not affect accrued rights or liabilities of any party at the time of such termination.

ARTICLE XI.

CONFIDENTIALITY

Section 11.01 Confidentiality. Each party will keep confidential all information and documents obtained from any of the other parties pursuant this agreement and, in the event the Closing does not occur or this agreement is terminated for any reason, will promptly return such documents and all copies of such documents and all notes and other evidence thereof, including material stored on a computer, and will not use such information for its own advantage, except to the extent that (i) the information must be disclosed by law, (ii) the information becomes publicly available by reason other than disclosure by the party subject to the confidentiality obligation, (iii) the information is independently developed without use of or reference to the other party's confidential information, (iv) the information is obtained from another source not obligated to keep such information confidential, or (v) the information is already publicly known or known to the receiving party when disclosed as demonstrated by written documentation in the possession of such party at such time.

Section 11.02 Public Announcements. No Party hereto shall issue any press release or make any public statement regarding the transactions contemplated hereby, without prior written approval of the other Party hereto.

ARTICLE XII.

MISCELLANEOUS

Section 12.01 Expenses. Each party shall pay its own expenses in connection with the negotiation, preparation and performance of this Agreement and the consummation of the transactions, including all fees and expenses of investment bankers, financial advisors, legal counsel, and independent accountants.

Section 12.02 Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Agreement will be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by email (with receipt confirmed):

(a) If to Buyer, addressed to:

Santa Maria Brewing Co.
Attention: Byron Moles, President
1451 Fairway Dr
Santa Maria, CA 93455
byron@smbrew.com

(b) If to Seller, addressed to:

Tap It Brewing Co., LLC
Attention: John Gordon
675 Clarion Ct

San Luis Obispo, CA 93401
Email: jgordon@canidae.com

with a copy to (which will not constitute notice):

Morrison & Foerster LLP
707 Wilshire Boulevard
Los Angeles, CA 90017
Email: bchung@mof.com

or such other address as will be furnished in writing by any party to the others.

Section 12.03 Governing law; Arbitration. This Agreement will be governed by and any dispute arising out of or relating to this Agreement will be resolved in accordance with the laws of the State of California, without giving effect to conflict of laws principles. The Parties agree that for all issues arising out of or in connection with the Agreement or Exhibits, prior to seeking any other relief at law or equity, to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association in the State of California.

Section 12.04 Entire Agreement. This Agreement, including the Exhibits, any written amendments to the foregoing, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede any previous agreements and understandings between the Parties with respect to such matters including the Parties' term sheet. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of some other agreement, if any (including the schedules and exhibits thereto), on the other hand, the provisions of this Agreement will control.

Section 12.05 Assignment; Binding Effect. This Agreement binds and will inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

Section 12.06 Amendments; Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by Buyer, and Seller.

Section 12.07 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

Section 12.08 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument, and will become effective when one or more counterparts have been signed by each of the parties. This Agreement may be executed by facsimile signature and a facsimile signature will constitute an original signature for all purposes.

Section 12.09 Severability. In the event any provision, or portion thereof, of this Agreement is held by a court of competent jurisdiction to be unenforceable in any jurisdiction, then such portion or provision will be deemed to be severable as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and will not affect the remainder of this Agreement, which will continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, such provision will be interpreted to be only as broad as is necessary for it to be enforceable.

Section 12.10 Attorneys' Fees. If the parties litigate or arbitrate any dispute arising out of or relating to this Agreement, then the prevailing party will be entitled to recovery of its reasonable attorneys' fees and actual expenses incurred, in addition to any other relief to which it may be entitled.

Section 12.11 Specific Enforcement. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

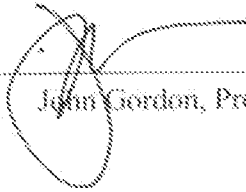
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

SELLER:

TAP IT BREWING CO., LLC

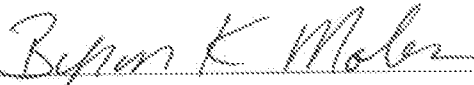
By: _____


John Gordon, President

BUYER:

SANTA MARIA BREWING CO.

By: _____


Byron Moles, President

{Signature Page to Asset Purchase Agreement}

TRADEMARK
REEL: 006739 FRAME: 0063

EXHIBIT A

PURCHASED ASSETS

Brand, Registered Trademarks, Goodwill:

The following names and brands, and any trademark, name or logo related thereto, or employing such names and brands:

Ref #	Category	Asset/Equipment
1	IP	TAP IT USPTO Trademarks

All goodwill associated with the Purchased Assets

Equipment:

The following equipment:

• **Bottling Equipment:**

Ref #	Photo	Date in Service	Asset/Equipment	MFR Name	Model #	Volume	Description / Use
2	16	3/31/2010	Pallet Wrapper	Challenger Packaging Systems	wrapping pallets		
65	5, 5A, 5B, 20, 20A	7/30/2012	High Pressure Steam Boiler & Feedwater	AJAX			Steam generator for Keg Washing and Barrel Sterilization
61	8	4/12/2012	GAI 3003 A Bier	GAI		3003 BPH 12oz / 22oz	Bottling Machine
71		11/13/2012	Laser Date Coder	LINX	SC301		laser date code glass bottles
76	27	12/17/2012	Air Blade Bottle Box	custom made		air blades for blowing bottles dry	