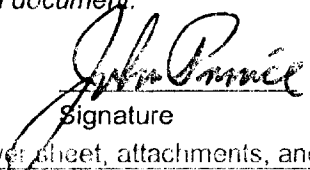




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FORM PTO-1594 (Rev. 03-01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Joseph L. Owades</u>			2. Name and address of receiving party(ies): <u>New Century Brewing, Co. LLC</u> <u>350 Lincoln Street</u> <u>Suite 2115</u> <u>Hingham, Massachusetts 02043</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			Additional name(s) & address attached? <u>No</u>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>License agreement</u>					
Execution Date <u>October 11 and 17, 2001</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application No. <u>78/052,816</u> B. Trademark Registration No. _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John Prince</u> Street Address: <u>McDermott Will & Emery</u> <u>28 State Street</u> <u>Boston, Massachusetts</u> <u>02109-1775</u>			6. Total number of applications and registrations involved <u>1</u>		
			7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit Account Number: <u>50-1133</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE					
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>					
<u>John Prince</u>				<u>November 6, 2001</u>	
Name of Person Signing		Signature		Date	
Total number of pages including cover sheet, attachments, and document					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

01/10/2002 TDIAZ1 00000097 78052816
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TRADEMARK LICENSE AGREEMENT

This Agreement, effective *nunc pro tunc* as of April 20, 2001, is made by and between Joseph L. Owades, Ph.D., an individual and U.S. citizen with a principal address of 3097 Wood Valley Road, Sonoma, California 95476 (hereinafter LICENSOR), and New Century Brewing Co., LLC, a Massachusetts corporation with a principal place of business at 350 Lincoln Street, Suite 2115, Hingham, Massachusetts 02043 (hereinafter LICENSEE).

WHEREAS LICENSOR is the owner of U.S. Trademark Application Serial No. 78/052816, filed March 13, 2001 and common law rights in the trademarks "EDISON" and "EDISON LIGHT"; and

WHEREAS LICENSEE is desirous of using the trademarks "EDISON" and "EDISON LIGHT" in the United States of America in connection with alcoholic beverages and advertising associated with LICENSEE;

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth below and in the attached Contribution Agreement, the attached Assignment of Patent Application and the attached Consulting Agreement, the parties hereby agree as follows:

I. DEFINITIONS. The following terms used in this Agreement have the following meanings:

(1) "Licensed Trademarks" shall mean and include the trademarks "EDISON" and "EDISON LIGHT" in all countries of the world that are owned by LICENSOR; any common law rights of LICENSOR to the trademarks "EDISON" and "EDISON LIGHT" in all countries of the world that are owned by LICENSOR; and U.S. trademark application Serial No. 78/052816, filed March 13, 2001

(2) "LICENSOR Standard of Quality" shall be those specifications for malt beverages having greatly diminished bitterness made by the Licensed Process and standards of quality for materials and workmanship relating thereto are established by LICENSOR in such manner as set forth in the attached Consulting Agreement, and to which from time to time during the term of this Agreement, LICENSOR may make reasonable and necessary amendments.

(3) "Licensed Process" is the process for making malt beverages with greatly diminished bitterness as described in the U.S. patent application Serial No. 09/833,924, which patent application is assigned by LICENSOR TO LICENSEE by the attached Assignment of Patent Application.

II. LICENSE GRANT.

(1) Upon use of the Trademark by LICENSEE, LICENSOR grants to LICENSEE the exclusive, even to LICENSOR, royalty-free right to use the Licensed Trademarks in all countries of the world in connection with alcoholic beverages (including but not limited to malt beverages having greatly diminished bitterness made by the Licensed Process) and advertising associated with LICENSEE (including but not limited to promotional advertising such as posters, clothing and beverage containers), and the business generally of LICENSEE.

(2) All products made by the Licensed Process to which Licensed Trademarks are affixed by or on behalf of LICENSEE under this Agreement, or which are sold under any advertising using Licensed Trademarks, shall meet the LICENSOR Standard of Quality. Accordingly, LICENSEE, at LICENSOR's request, but not more than twice during any calendar year, shall make available for inspection and test at no charge to LICENSOR and with freight, customs, and related charges prepaid by LICENSEE at LICENSOR's or LICENSEE's premises as agreed between the parties, or such other premises as may be determined by the parties, at such reasonable times as may be agreed upon, a reasonable number of samples of all products made by the Licensed Process to which Licensed Trademarks are affixed or which are sold under advertising using the Licensed Trademarks, subject to availability. LICENSOR, or its duly appointed agents, shall have the right to determine reasonably whether or not any products made by the Licensed Process of LICENSEE has not met or is not continuing to meet reasonably LICENSOR's Standard of Quality. LICENSEE shall cooperate with LICENSOR, or its agents, to remedy any quality related deviation of such products made by the Licensed Process from the LICENSOR Standard of Quality discovered as a result of such inspection and test as reasonably specified by LICENSOR, or cease use of the Licensed Trademarks in relation to the apparatus concerned, within a reasonable period taking into account LICENSEE's normal design cycle and lead times.

III. OWNERSHIP OF TRADEMARKS.

(1) LICENSEE agrees that, until such time that the Licensed Trademark is assigned to LICENSEE, all rights in and to the Licensed Trademarks, together with the good will attaching thereto, are and shall remain the sole and exclusive property of LICENSOR. The parties acknowledge that use of the Licensed Trademark by LICENSEE shall inure to the benefit of LICENSOR.

(2) LICENSOR covenants that he will not convey, assign or transfer any ownership in the any of the Licensed Trademarks to any party other than LICENSEE, nor license the use of any of the Licensed Trademarks to any party other than LICENSEE.

(3) Upon use of any of the Licensed Trademark by LICENSEE, LICENSOR will agree to assign that Licensed Trademark to LICENSEE upon terms as set forth in the attached Contribution Agreement.

(4) The parties acknowledge that LICENSEE has right to pursue trademark registration for the trademark "EDISON LIGHT" in all countries of the world. LICENSOR covenants that he will not oppose, and will cooperate as requested by LICENSEE in connection with, LICENSEE's registration of the trademark "EDISON LIGHT" in any countries of the world.

(5) If it is legally necessary that any registration of any Licensed Trademark be made or proceeded with in the name of LICENSEE, or that LICENSEE be recorded as permitted user, LICENSEE will, if requested by LICENSOR and at LICENSEE's expense, do all acts and execute all documents necessary to obtain registration of the trademark and to record LICENSEE as a permitted user. In the event that a Licensed Trademark is registered in LICENSOR's name, LICENSOR shall thereafter promptly assign to LICENSEE all of LICENSOR's rights in such trademark including title in and to each such registration.

(6) If it is legally necessary that any registration of any Licensed Trademark be made or proceeded with in the name of LICENSOR, or that LICENSOR be recorded as permitted user, LICENSOR will, if requested by LICENSEE and at LICENSEE's expense, do all acts and execute all documents necessary to obtain registration of the trademark and to record LICENSOR as a permitted user. In the event that a Licensed Trademark is registered in LICENSOR's name, LICENSOR shall thereafter promptly assign to LICENSEE all of LICENSOR's rights in such trademark including title in and to each such registration.

IV. LITIGATION

Each party shall promptly notify the other party of information coming to its attention which raises questions as to either party's right to use and/or permit LICENSEE to use any of the Licensed Trademarks.

V. MISCELLANEOUS

(1) Nothing contained in this Agreement shall be construed as:

(a) a warranty or representation that any practice or use hereunder will be free from infringement of patents, trademarks, trade names, copyrights, or like rights or exclusion, other than those under which and to the extent to which the license is in force hereunder; or

(b) an agreement to bring or prosecute actions or suits against third parties for trademark or tradename infringement; or

(c) conferring by implication, estoppel, or otherwise upon LICENSEE any license or other right under any patent, trademark, trade name, copyright or other like right of exclusion, except the license specifically herein granted.

(2) In the event that any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be interpreted and construed as if such term or provision, to the extent that same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

(3) This Agreement shall be binding upon and shall inure to the benefit of the subsidiaries and successors of LICENSEE and LICENSOR and the assigns of LICENSOR. It shall not be assignable by LICENSOR, in whole or in part, to any other party without prior written consent of LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the right to assign this Agreement, and all of LICENSEE's rights, benefits and obligations hereunder, to any party.

(4) Any provision or provisions of this Agreement which in any way contravene the law of any State or Country in which this Agreement is effective, shall in such State or Country, to the extent of such contravention of the law, be deemed separable and shall not affect any other provision or provisions of this Agreement.

(5) THE CONSTRUCTION, INTERPRETATION AND PERFORMANCE OF THIS TRADEMARK LICENSE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND OF THE COMMONWEALTH OF MASSACHUSETTS. ANY DISPUTE BETWEEN CONSULTANT AND THE COMPANY SHALL BE LITIGATED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, TO WHOSE JURISDICTION CONSULTANT HEREBY AGREES TO SUBMIT. THIS AGREEMENT SHALL BE CONSIDERED A SEALED INSTRUMENT UNDER MASSACHUSETTS LAW.

(6) This instrument, along with the attached Contribution Agreement, Assignment of Patent Application, and Consulting Agreement, sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and all pertinent prior discussions and correspondence between the parties are merged in the terms of this Agreement.

(7) The headings of the several paragraphs are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(8) No modification, renewal, extension or waiver of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension or waiver is sought, unless made in writing and signed on behalf of such party by one of its corporate officers.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed in duplicate in their names each by an officer duly authorized thereunto as of the day and year first written above.

Date: Oct 11, 2001

Joseph Owades Ph.D.
Joseph L. Owades, Ph.D.

New Century Brewing Co., LLC

By: Rhonda Kallman
Name: Rhonda Kallman
Title: Chief Executive Officer

Date: Oct. 17, 2001