

01-15-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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T 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):

Bremer Business Finance Corp.

1-9-03

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 09/25/2002

2. Name and address of receiving party(ies)

Name: Pig's Eye Brewing Company, LLC

Internal

Address:

Street Address: 10107 Bridgewater Parkway

City: Woodbury State: MN Zip: 55129

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1777379

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey G. Crawford

Internal Address:

Street Address: 10107 Bridgewater Parkway

City: Woodbury State: MN Zip: 55129

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Jeffrey G. Crawford

Name of Person Signing

Jeffrey G. Crawford
Signature

12/29/2002

Date

Total number of pages including cover sheet, attachments, and document:

4

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

01/14/2003 6TON11 00000164 1777379

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40.00 OP

PURCHASE AGREEMENT

This agreement made this 25th day of September, 2002, by and between Bremer Business Finance Corporation (hereinafter referred to as "the Secured Party"), James W. Tobin (hereinafter referred to as "Receiver") and Pig's Eye Brewing Company, LLC (hereinafter referred to as "Buyer").

WITNESS:

WHEREAS, the Secured Party has a valid and perfected security interest in the property of MBC Holding Company a/k/a Minnesota Brewing Company, described in the Bill of Sale attached hereto and incorporated herein as Exhibit "A."

WHEREAS, the Receiver is in the possession of the property of MBC Holding Company, pursuant to an Order Appointing Receiver filed on July 10, 2002, in the matter entitled, Bremer Business Finance Corporation vs. MBC Holding Company, Ramsey County District Court File No. C5-02-6395.

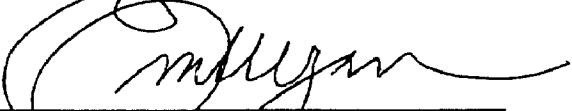
NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:


1. **Sale of Property.** Pursuant to Minn. Stat. § 336.9-610 (2002) the Secured Party does hereby sell to Buyer, and Buyer does hereby purchase from the Secured Party, the property described in the Bill of Sale attached hereto and incorporated herein as Exhibit "A" (the "Collateral"). The total purchase price shall be Seventy-Six Thousand and No/100 Dollars (\$76,000.00), plus a Buyer's premium in the sum of \$7,600 less earnest money previously paid by Buyer to the Insolvency Strategies, Inc., as Secured Party's agent, of Eight Thousand and No/100 Dollars (\$8,000.00). The balance of Seventy-Five Thousand Six Hundred and No/100 (\$75,600.00) in immediately available proceeds shall be paid to the Secured Party and Receiver. The Buyer shall not assume or be responsible to undertake to pay, perform, fulfill, or discharge any liabilities and obligations of the Secured Party, Receiver or its predecessors in interest of any kind, whether disclosed or undisclosed, accrued, contingent or otherwise.
2. **Application of Proceeds.** The purchase price, paid by Buyer, shall be transferred by the Secured Party to the Receiver, and thereafter distributed in accordance with the provisions of the Court Order of July 10, 2002.
3. **Access to Property.** Receiver shall allow Buyer access to the real property, wherein the property described in this Purchase Agreement is located, to remove the Collateral. All Collateral shall be removed by Buyer at the discretion of the current landlord, Gopher State Ethanol.
4. **Assignment.** This Agreement shall not be assignable by either party without the express written consent of the other party.

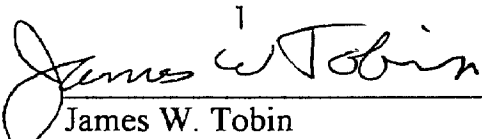
5. **Benefit.** This Agreement shall be binding upon and shall ignore to the benefit of the heirs, representatives, successors and assigns of the parties hereto.
6. **Execution of Documents.** The parties agree that they shall execute such other documents as may be necessary to effectuate the intent of the parties as expressed herein.

Bremer Business Finance Corp.

Pig's Eye Brewing Company, LLC


By: Ernest W. Jensen
Its: Senior Vice President


By: Jeffrey B. Crawford
Its: Secretary/Treasurer


James W. Tobin
Receiver

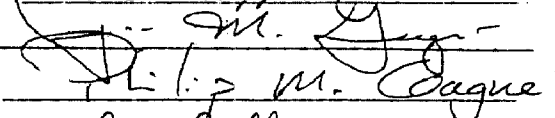

By: Philip M. Dague
Its: Chief Manager

EXHIBIT A

BILL OF SALE

FOR VALUABLE CONSIDERATION, Bremer Business Finance Corporation (the "Seller") pursuant to Minn. Stat. § 336.9-610 (2002) hereby conveys, transfers and assigns over its entire right, title and interest to Pig's Eye Brewing Company, LLC, a Minnesota corporation (the "Buyer") in and to certain intangible property and other personal property identified as follows:

(1) All of the following Beer Brands (hereinafter each, a "Label" or cumulatively, "Labels") together with those assets germane to each Label, such as, but not limited to, labeled cans and other packaging materials, name, advertising material and the recipes for the following labels:

Pig's Eye Label including: Pig's Eye Pilsner, Pig's Eye Red Amber Ale, Pig's Eye Lean Light, Pig's Eye Ice, Pig's Eye NA, Pig's Eye Dark including the right, title and interest to all associated trademarks.

(2) Other Specific Items:

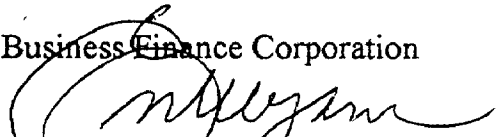
- i. approximately 807 Empty Mod-Sanke ½'s
- ii. approximately 212 Empty Hoff-Stevens ¼'s
- iii. approximately 640 Barrels of finished Pig's Eye liquid
- iv. approximately 210048 Plain Gold 202 LOE can lids
- v. All packaging materials relating to the production of Pig's Eye 24/12 returnable bottles, currently stored at Minnesota Brewing Company and August Schell Brewing Company
- vi. All art files and wholesaler files relating to the Pig's Eye label
- vii. Pig's Eye Bust
- viii. All Pig's Eye merchandise from the Gift Shop

(all of the foregoing hereinafter referred to as the "Collateral").

Seller transfers, conveys and assigns over its interest in the Collateral to Buyer, "as is", and expressly disclaims any and all warranties as to the value of the Collateral, its condition, and all implied warranties of merchantability and fitness for particular purposes.

Bremer Business Finance Corporation

By
Its


Senior Vice President

Date: September 25th, 2002.