

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panorama Brewing LLC		01/08/2010	LIMITED LIABILITY COMPANY: VERMONT
RECEIVING PARTY DATA			
Name:	Other Creek LLC		
Street Address:	Jct. Routes 4 and 100A, Box 168		
Internal Address:	Long Trail Brewing Company		
City:	Bridgewater Corners		
State/Country:	VERMONT		
Postal Code:	05035		
Entity Type:	LIMITED LIABILITY COMPANY: VERMONT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2320215	WOLAVER'S	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
Signature:	/Jacqueline P. Scheib/		
Date:	01/25/2010		

OP \$40.00 2320215

Total Attachments: 4

source=Wolaver's assignment#page1.tif

source=Wolaver's assignment#page2.tif

source=Wolaver's assignment#page3.tif

source=Wolaver's assignment#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 8, 2010 (the "Effective Date") is between Panorama Brewing LLC, a Vermont limited liability company having its principal place of business in Middlebury, Vermont ("Assignor") and Other Creek LLC, a Vermont limited liability company with its principal place of business in Bridgewater Corners, Vermont ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks described on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, for good and valuable consideration and pursuant to a certain purchase agreement, dated the Effective Date, by and among Assignor, Assignee and other parties (the "Purchase Agreement"), and upon the terms and conditions set forth below, Assignor desires to assign all of its rights, title, and interest with respect to the Trademarks to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Trademarks.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Assignment and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. Assignor will execute any and all additional documents and take such actions that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.

3. Representations and Warranties. This Assignment is subject to the terms and conditions of the Purchase Agreement and this Assignment, and the respective representations, warranties, covenants, agreements and obligations made in the Purchase Agreement, which are incorporated herein by reference, constitute an integral part of this Assignment and shall survive the execution and delivery of this Assignment to the extent provided in the Purchase Agreement.

4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of Vermont.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

PANORAMA BREWING LLC
(Assignor)

OTHER CREEK LLC
(Assignee)

By: Morgan Wolaver
Name: Morgan Wolaver
Title: President

By: _____
Name:
Title:

5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of Vermont.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

PANORAMA BREWING LLC
(Assignor)

OTHER CREEK LLC
(Assignee)

By: _____
Name:
Title:

By: Brian Walsh
Name: Brian Walsh
Title: President & CEO

Schedule A
Trademarks

Registrations/Applications:

Mark	Serial Number	Registration No
WOLAVER'S	75/435,253	2,320,215

Common Law Rights:

The worldwide common law trademarks associated with the Wolaver's brand.