

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Public Auction		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Brew Finance Company, LLC		06/20/2012	LIMITED LIABILITY COMPANY: UNKNOWN
RECEIVING PARTY DATA			
Name:	Williams & Lipton Company		
Street Address:	32316 Grand River Avenue		
Internal Address:	Suite 101		
City:	Farmington		
State/Country:	MICHIGAN		
Postal Code:	48336		
Entity Type:	COMPANY: UNKNOWN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3993043	CELIS	
CORRESPONDENCE DATA			
Fax Number:	5124747996		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5124748488		
Email:	docketing@boothlaw.com		
Correspondent Name:	Matthew J. Booth		
Address Line 1:	PO Box 50010		
Address Line 2:	Matthew J Booth & Associates PLLC		
Address Line 4:	Austin, TEXAS 78763-0010		
ATTORNEY DOCKET NUMBER:	14520-0101		
NAME OF SUBMITTER:	Matthew J. Booth		

OP \$40.00 3993043

Signature:	/Matthew J Booth/
Date:	10/09/2012
<p>Total Attachments: 13 source=Notice_of_Public_Auction#page1.tif source=Notice_of_Public_Auction#page2.tif source=Notice_of_Public_Auction#page3.tif source=Notice_of_Public_Auction#page4.tif source=Notice_of_Public_Auction#page5.tif source=Notice_of_Public_Auction#page6.tif source=Notice_of_Public_Auction#page7.tif source=Notice_of_Public_Auction#page8.tif source=Notice_of_Public_Auction#page9.tif source=Notice_of_Public_Auction#page10.tif source=Notice_of_Public_Auction#page11.tif source=Notice_of_Public_Auction#page12.tif source=Notice_of_Public_Auction#page13.tif</p>	

- all for company
- not with bid pay

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Williams and Lipton Company

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⇨⇨⇨ **Upcoming Auctions or Liquidations**

ON LINE ONLY PUBLIC AUCTION

AUCTION STARTS: FRIDAY, JUNE 1ST, 2012
AUCTION ENDS: TUESDAY, JUNE 12TH, 2012 AT 10:00 A.M. EST

SURPLUS AUTOMOTIVE EQUIPMENT

LOCATED AT
570 EXECUTIVE DRIVE
TROY, MICHIGAN 48063

Inspection/Preview date: Monday, June 11th, 2012 from 9 a.m. to 4 p.m.
Register to bid at www.BidSpotter.com

[Click here to see our Postcard](#)

PUBLIC AUCTION

Wednesday, June 20th, 2012 at 10:30 a.m.
On site & On line

By order of the secured party assets of:
MICHIGAN BREWING COMPANY
1093 Highview Drive
Webberville, Michigan 48892

Assets to be offered in bulk, subject then to piecemeal bidding

A complete beer making facility featuring:

Names, rights, telephone number, beer processing line, packing lines, filling lines, capper, restaurant and equipment, retail beer making supplies and equipment.

To view Pictures click on the Groups below

[Group 1](#) [Group 2](#) [Group 3](#) [Group 4](#) [Group 5](#)

Contact: Gary Lipton

Register to bid online at: www.BidSpotter.com

PLEASE
NOTE
↓

TO BE APPROVED TO BID ON LINE IN THIS AUCTION A DEPOSIT OF \$5000.00 IS REQUIRED FROM ALL BIDDERS. WE DO NOT ACCEPT CREDIT CARDS. ON SITE BIDDERS WILL ALSO BE REQUIRED TO LEAVE A 25% DEPOSIT OF THEIR PURCHASES ON AUCTION DAY.



Williams and Lipton Company
http://www.williamsandlipton.com/

Name
Michigan Brewing Co Public Auction

Where
1093 Highview Drive
Webberville MI USA

When
Wednesday, June 20th, 2012
Scheduled start time: 9:30 AM US Central Time

Selling Currency & Internet Fee/Buyer Premium
Currency: USD IF/BP:18.0%

Contact
Phone: 248-478-2000
Email: auctionquestions@williamsandlipton.com

See all Williams & Lipton Company scheduled auction broadcasts!

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SERVICES DIRECTORY
Click Here

What would you like to do?

Catalog not yet posted to the BidSpotter.com system.

[Learn how to bid!](#)

[First time BidSpotter.com registration!](#)

[Register for this auction!\(current BidSpotter.com registrants\)](#)

PUBLIC AUCTION ON SITE AND ON LINE, BY ORDER OF THE SECURED PARTY, ALL ASSETS OF MICHIGAN BREWING COMPANY, INC. OF 1093 HIGHVIEW DRIVE, WEBBERVILLE, MICHIGAN 48892. WEDNESDAY, JUNE 20TH, 2012 BEGINNING AT 10:30 A.M. E.S.T. ASSETS WILL BE OFFERED IN BULK, SUBJECT THEN TO THE PIECEMEAL BIDDING. THIS AUCTION FEATURES A COMPLETE BEER MAKING FACILITY. BEER NAMES, RIGHTS AND TELEPHONE NUMBERS WILL BE FOR SALE INCLUDING THE ENTIRE BEER PROCESSING LINE, PACKING LINE, FILLING LINE, CAPPER, RESTAURANT & EQUIPMENT AND THE RETAIL BEER MAKING SUPPLIES AND EQUIPMENT. BUYERS PREMIUM: 15% ON SITE AND 18% ON LINE. REGISTER TO BID AT WWW.BIDSPOTTER.COM. FOR ALL QUESTIONS PLEASE CONTACT GARY LIPTON AT 248-478-2000.



████████████████████
WILLIAMS & LIPTON COMPANY
32316 GRAND RIVER AVENUE
SUITE 101
FARMINGTON, MICHIGAN 48336
(248) 478-2000
FAX (248) 478-4046

TO BE APPROVED TO BID ON LINE IN THIS AUCTION A DEPOSIT OF \$5000.00 IS REQUIRED FROM ALL BIDDERS. WE DO NOT ACCEPT CREDIT CARDS. ON SITE BIDDERS WILL ALSO BE REQUIRED TO LEAVE A 25% DEPOSIT OF THEIR PURCHASES ON AUCTION DAY. NO EXCEPTIONS Your deposit may be made to our office or at the preview by certified check, company check with an accompanied bank letter, a wire transfer to our bank or cash. Our Terms and Conditions to participate in this auction are posted on BidSpotter.com.

If you agree to the terms and conditions above you may register for this event. Registering for this event means you agree to both the BidSpotter.com website terms and conditions and also Williams & Lipton Company terms and conditions for this auction.

Still have a question? Ask our Live Auctions support staff via our [Help Desk](#) .

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GENERAL TERMS & CONDITIONS

For Michigan Brewing Company Auction



WILLIAMS & LIPTON COMPANY

Auctioneer's Terms and Conditions of Sale for "Bidders/Buyers"

1. The services provided by Williams & Lipton Company ("Auctioneer") are governed by these General Terms & Conditions. By participating in this auction, you consent to be bound by these General Terms & Conditions as well as by any additional terms that may be imposed by the Seller ("Seller") and/or announced at the beginning of the auction.
2. All potential Bidders/Buyers must register either onsite or online by completing the "Release of Liability and Conditions of this Auction Sale, Preview and Removal of Purchase" form. The "Auctioneer" may, in its sole discretion, deny registration to any person, agent or entity.
3. All assets in the auction shall be sold to the highest registered or proxy bidder ("Buyer"), provided, however, that some assets may be auctioned with minimum reserve prices, and/or subject to the "Seller's" right of confirmation. "Auctioneer" reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that "Auctioneer" believes was made illegally or in bad faith. Further, "Auctioneer", may bid at the auction either for its own account or on behalf of a third party. In the event of a dispute among bidders, "Auctioneer" may, in its sole discretion, either accept what it deems to be the final bid or solicit further bids on the item/items in dispute. All Sales are final. No returns or refunds will be permitted, unless authorized by the "Seller" in writing.
4. In the event of any dispute concerning the winning bid price for an item, the recorded record kept by the "Auctioneer" shall control the final outcome.
5. Bidders shall examine and/or inspect all items prior to the start of the auction. ALL ITEMS ARE SOLD "AS IS", "WHERE IS" AND WITH ALL FAULTS. NEITHER "SELLER" NOR "AUCTIONEER" MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ITEM. "AUCTIONEER" AND "SELLER" EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT RIGHTS. Assets are intended to be sold without software, if any is applicable. In the event that a "Seller's" software is included in an item sale, notwithstanding the disclaimers set forth above, "Auctioneer" makes no representations or warranties regarding the "Buyer's" right to use such software, as to the performance of the software, its non-infringement rights or otherwise. In such circumstances, "Auctioneer" recommends that the "Buyer" contact the software manufacturer directly to resolve any such issues.
6. "Auctioneer" relies on the information about items for sale in the auction that are provided by the "Seller". "Auctioneer" undertakes no investigation of that information, and makes no representation or warranty concerning the truth or completeness of that information. Photographs are provided solely for the bidder's convenience and shall not be construed to create representations or warranties of any kind pertaining to the assets. Bidder/Buyer acknowledges that it has had the opportunity to inspect all items prior to tendering its bid and waives any and all claims against "Auctioneer" and/or "Seller" relating to asset photographs or descriptions.
7. A "Buyer's" premium of a certain percentage of the bid price will be added to the final bid price for each item/lot purchased. The Buyer's premium percentage will vary from auction to auction but will be listed on each auction "REGISTRATION FOR BIDDERS/BUYERS" sheet and announced at the beginning of each auction by the "Auctioneer".
8. All applicable Sales Tax will be collected on each item/lot purchased in accordance with the State laws of the jurisdiction in which the purchased item is located, unless "Buyer" can provide reasonable and customary proof of exemption. NO EXCEPTIONS
9. Each successful "Buyer" must pay a 25% deposit towards the purchase price immediately following the successful bid, or may do so beforehand in anticipation of a successful purchase. Refunds for deposits of "Bidder/Buyer" that do not make a purchase at auction will be made within 7 to 10 days after the close of the auction.
10. "Auctioneer" accepts only the following methods of payment: cash, cashier's check, wire transfer or a company check accompanied by the "Buyer's" bank letter of guaranteeing payment in full, without conditions and upon demand. No credit cards accepted.
11. By participating in this auction, each "Bidder/Buyer" represents, warrants and covenants that (i) it shall not misrepresent its ability to close the transaction pursuant to the terms and conditions of this sale, (ii) it has the capacity to close the transaction, (iii) it has actual authority to enter a bid, and to enter into an agreement to purchase item/items, and (iv) any bid it makes on an item constitutes an irrevocable offer to buy the item/items for the full amount of the bid.
12. "Auctioneer" may, at its discretion, offer the assets for sale by the piece or by the lot. In addition, "Auctioneer" may augment this auction with assets from various "Seller's". These assets may be interspersed throughout the auction. The "Seller" has the right to remove assets from the auction either before or after bidding has completed. In the event of a removal after bidding has been completed, the "Buyer's" sole remedy shall be the refund of any purchase price actually paid.
13. "Auctioneer" will announce any additions to or deletions from the auction catalog or upon the "Seller's" request on the day of the auction. "Auctioneer" and the "Seller" assume no responsibility for, and make no representations or warranties concerning, descriptions of assets contained in marketing materials for the auction. It is the "Bidders/Buyers" obligation to verify such descriptions prior to the auction.
14. Neither "Auctioneer" nor "Seller" shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any "Bidder/Buyer" or any other person, agent or entity in connection with the auction. Without limiting the foregoing, in no event shall "Auctioneer's" liability to any "Bidder/Buyer" for any act or omission occurring in connection with the auction exceed the amount that such "Bidder/Buyer" has actually paid to the "Auctioneer" as a deposit or as payment for a purchased item.
15. "Auctioneer" will announce the removal, or "check-out" dates on the Registration for "Bidders/Buyers". "Auctioneer" shall have no responsibility to disconnect utilities to the sold items, including electric, gas, waste and water lines. It is the "Buyer's" sole responsibility to arrange and pay for the removal and shipment of purchased items. Also it is the "Buyer's" responsibility to provide, and/or ensure their agent(s) performing removals on their behalf provide, upon demand, evidence of the current insurance policies covering liability, workman's compensation and any other insurance required by any governmental authority. Removal shall be conducted responsibly and with due care for the "Seller's" premises. "Auctioneer" reserves the right at any sale to require that all "Buyer's" utilize the services of the movers/shippers/riggers that are recommended by the "Auctioneer". The "Buyer" shall restore and repair all real and personal property that is altered or damaged as a result of the removal of purchased items. If the "Buyer" does not remove an item within the announced check-out period, "Auctioneer" and/or the "Seller" may, at their sole discretion, deem the item to be abandoned by the "Buyer". The "Buyer" will have no further rights with respect to the item. "Auctioneer" reserves the right to charge the "Buyer" for the costs of storage beyond the check-out period at \$250.00 per day.
16. "Bidders/Buyers" acknowledge that an auction site or the "Seller's" site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person who enters such site does so at their own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. "Bidders/Buyers" shall so advise their agents, employees, relatives, friends and co-workers. No person shall have any claim against the "Auctioneer", the "Seller" or their respective agents or employees for any injuries sustained or for damages to personal property or loss of property that may occur at such site.
17. It is the "Buyer's" sole responsibility to meet all governmental safety and environmental standards in removing, shipping and general use of the purchased item. Certain items may contain "hazardous substances", as the term is defined under federal, state or local environmental laws and regulations. "Auctioneer" has no duty to remove any hazardous substances that are contained in or are a part of any item. "Buyer's" agree to defend (by counsel satisfactory to the "Auctioneer") and indemnify "Auctioneer" and hold "Auctioneer" harmless from any and all claims, demands, cause of action, liability or expense (including attorneys' fees and costs) asserted against or incurred by "Auctioneer" in connection with the auction sale, removal, shipment or general use of any purchased item.
18. "Buyer's" agree to comply with all U.S. export control and related laws, and acknowledge that "Auctioneer" is not the exporter of any purchased item. Certain items offered for sale at auction may constitute "Restricted Technology". Under federal law, such items may not be shipped outside of the United States. "Auctioneer" makes no representation or warranty concerning such items, and has conducted no investigation to ascertain which items, if any, constitute Restricted Technology. "Seller" reserves the right to cancel any sale at any time in the event it determines, at its sole discretion that the sale does or may violate applicable U.S. export control or similar laws.
19. These Terms and Conditions, and all questions with respect to the interpretation of these Terms and Conditions, shall be governed by and interpreted in accordance with governing state and federal laws. All bidders expressly consent to personal and exclusive jurisdiction in the courts governing the state in which the auction is held.
20. All proxy bid forms and deposits must be submitted to the "Auctioneer" prior to the beginning of each auction. Proxy bids will be handled in accordance with the terms and conditions presented for this auction and do not guarantee proxy "Bidders/Buyers" of a successful item purchase.

TRADEMARK

REEL: 004877 FRAME: 0225

AUCTION TERMS AND CONDITIONS

For Michigan Brewing Company Auction

REGISTRATION FOR "BIDDERS/BUYERS":



WILLIAMS & LIPTON COMPANY

1. All persons ("Bidders/Buyers") registering to bid at auction will be required to present a valid drivers license, state identification, passport or acceptable photo identification.
2. For any purchase paid in cash, with a value of \$10,000 or greater, the "Buyer" is required to complete United States Treasury Department form number 8300. These forms are available from the "Auctioneer" and must be completed and returned to the "Auctioneer" at the time of purchase.
3. "Auctioneer" will charge and collect from each successful "bidder/buyer" a buyer's premium. The buyer's premium will be a percentage of each item sold over and above the final bid cost for each item. Buyer's premium percentages will be published and announced at each auction. Buyer's premiums will differ for on site and on line "Buyer's".
4. A 25% deposit must be made to hold your purchases at auction. This deposit can be made anytime before or during the auction.
5. ONLY the following forms of payment are accepted by this "Auctioneer": Cash, Wire Transfer, Cashiers Check, Money Order, Travelers Checks, Certified Check and Company or Personal Check ONLY with a Bank Letter of Guarantee.
6. All payments are collected in U.S. dollars only and all applicable state sales tax will be charged without exemption certificate.
7. All proxy bidders must submit a "Proxy Bid Form" to the "Auctioneer" before the auction starts, no exceptions.

REMOVAL PROCEDURES / CHECK OUT FOR "BIDDERS/BUYERS", RIGGERS AND AGENTS:

1. No items may be removed until the auction is completed. The "Auctioneer" must approve all removals on auction day otherwise the removal process will begin the day following the auction. No removals will be allowed on weekends, no exceptions.
2. All purchases must be paid IN FULL before any removal is allowed, no exceptions. A paid invoice from "Buyer" or rigger will be required to show to the "Auctioneer's" representative for all removals. If you can not remove all your purchases in one trip you must present your paid invoice each time you remove purchased items.
3. If the "Buyer" is not picking up their purchased items then they must submit an "Authorized Agent Release Form" to designate an authorized agent.
4. All items sold at auction are subject to U.S. export control regulations.
5. No material handling equipment, tools, electrical service or manual labor will be available for "Bidders/Buyers" use during the removal period. Bridge cranes and hoist may be used only by riggers with crane insurance on their certificate and only with written permission from the crane/hoist owner. Make sure you bring the material handling equipment, tools, labor, etc. that will be necessary for removal.
6. Each "Bidders/Buyers" must inspect all purchases before leaving the auction premises or loading dock. This may be done by the "Bidders/Buyers" or agent. "Auctioneer" takes no responsibility for shortages or differences in piece counts or any liability resulting from claims for loss of and/or missing items upon arrival at "Bidders/Buyers" destination.
7. Riggers/Movers/Transportation Agents must have an insurance certificate on file with the "Auctioneer" with a minimum of \$2,000,000 in general liability, property and damage coverage including a workers' compensation at the statutory minimum. Only Riggers/Movers/Transportation Agents that are approved by the "Auctioneer" will be allowed to work at the auction site or "Seller's" property. All "Bidders/Buyers" having items requiring special rigging or dock access for removal must schedule by appointment only with the "Auctioneer". No overnight truck parking. No running diesel engines are allowed indoors.
8. "Auctioneer" is not responsible for any small item lots missing after 48 hours from the closing time of auction. It is recommended that all small item lots are removed within the 48 hours following the auction.
9. "Buyer's" and Riggers take full responsibility for and will exercise all reasonable care to ensure that there is no release into the auction site environment of "hazardous waste, substances or constituents" as defined in all applicable federal, state and local regulations, statutes, rules or ordinances.
10. Failure to remove purchased equipment without prior arrangements for additional storage and storage costs will result in "Bidders/Buyers" violation of the terms of this auction sale. "Auctioneer" will assume the right to exercise any options, including but not limited to voiding the sale and reselling the purchased item/items. No refunds will be issued for this type of violation.
11. "Bidder/Buyer" is responsible for all cost to repair damages for not taking all reasonable care to preserve "Seller's" property when removing equipment. The areas where equipment is removed must be left safe, broom swept and acceptable to the "Seller" and "Auctioneer". No hazards of any kind may be left exposed, no exceptions. All electric wiring and utility piping will be safely disconnected by the "Seller" at the incoming main switch or valve including auction sites at active facilities. Riggers will not be permitted to leave with equipment until repairs are made.
12. Theft will not be tolerated and will be prosecuted to the full extent of the law. "Auctioneer" reserves the right to inspect all vehicles, tool boxes, rigger cases or bags leaving the auction site or "Seller's" property.
13. Agreed and Accepted:

Print Buyer's Name / Company

TRADEMARK

REEL: 004877 FRAME: 0226

AUTHORIZED AGENT RELEASE FORM



WILLIAMS & LIPTON COMPANY

COMPLETE THIS FORM IF THE PERSON PICKING UP AND/OR REMOVING THE PURCHASED AUCTION ITEMS WILL BE SOMEONE OTHER THAN THE REGISTERED "BIDDERS/BUYERS" TO ASSIGN AN ("AUTHORIZED AGENT").

- "Authorized Agents" must bring with them:
 - A completed "Authorized Agent Release Form" with "Buyers" name and signature
 - A Paid In Full auction invoice showing all purchased auction items
 - Riggers, Movers or Transportation Agents must show proof of insurance
- "Buyer" acknowledges that only approved Riggers/Movers/Transportation Agents will be allowed to move items from the auction site or "Seller's" premises.
- "Buyers", "Authorized Agents", Riggers and Transportation Agents acknowledge receipt of the items listed on the attached "Buyers" auction invoice, and agree that all purchases are made "AS IS", "WHERE IS" and "WITH ALL FAULTS" and subject to "Auctioneer's" "AUCTION TERMS AND CONDITIONS" and "Auctioneer's" "GENERAL TERMS AND CONDITIONS". Positively no refunds or credits for shortages or claims will be considered after auction purchases leave the auction site or "Seller's" premises. I acknowledge that I am a duly "Authorized Agent" to sign this release as or on behalf of the "Buyer".
- As "Buyer" I authorize "Auctioneer" to release any auction items purchased by me as outlined on the attached auction invoice. I do hereby authorize the following "Authorized Agent" to act as my attorney-in-fact with the limited power of attorney to execute on my behalf any and all documents, including but not limited to, invoices, bills of lading, terms and conditions, and shipping manifest, with respect to my purchases at this auction, dismantling and removal of my purchases from the auction site. I have read all of the "Auctioneer's" "GENERAL TERMS AND CONDITIONS" and "AUCTION TERMS AND CONDITIONS" and agree with all terms and conditions as clearly laid out.

Buyer Printed Name

Buyers Signature

Date

Auction Name: _____

Auction Date: _____

Rigger Name: _____

Bidder/Buyer Number: _____

Authorized Agent: _____

Agent Phone Number: _____

Agent Address: _____

Agent Contact Name: _____

Zip _____

Authorized Agent Signature

Date

>>> PLEASE PRINT CLEARLY TO PREVENT DELAYS AND MARK

REEL: 004877 FRAME: 0227

LETTER OF GUARANTEE "EXAMPLE"



WILLIAMS & LIPTON COMPANY

A letter of Guarantee from your bank to Williams & Lipton Company is required before a company check or a personal check can be accepted. This letter assures Williams & Lipton Company that the check which is presented for payment of your auction purchases is paid in full.

1. The letter must be on the official bank letterhead and signed by a duly authorized bank representative.
2. The Letter must state the name of the company or individual for whom the guarantee is being given and should read exactly as printed on the check that is being submitted for payment.
3. Most importantly, the bank must state that they guarantee the unqualified payment of the check being presented. It is not sufficient for the bank to state your credit limit or balance on your individual/company checking account.
4. The letter should contain the account number on which the check is to be drawn and the check should match this same account number.
5. The letter should also state an ending or expiration date after which the letter of guarantee will end, not to exceed 30 days but not less than 15 days.
6. The letter must contain a maximum amount for which the bank will guarantee funds. The check must not be written for more than is guaranteed by the bank.
7. Have the completed bank letter faxed to our offices at: **(248) 478 - 4046 FAX**

THE BANK LETTER SHOULD LOOK SIMILAR TO THIS:

BANK LETTER HEAD OR LOGO

Today's Date

Williams & Lipton Company
32316 Grand River Avenue, Suite 101
Farmington, Michigan 48336

Dear Sirs:

Mr./Mrs. (Customer Name) of (Company Name) is a customer of this bank. This bank will guarantee irrevocable unqualified payment for full face value stated on this letter to Williams & Lipton Company for checks drawn on (Account Number) for an amount up to \$_____.00 This letter is void after (Date).

Regards,

(Signature)
Printed Name
Bank Representative

**Williams & Lipton Company
32316 Grand River Avenue, Suite 101
Farmington, Michigan 48336
(248) 478 - 2000**

**TRADEMARK
REEL: 004877 FRAME: 0228**

NOTICE OF PUBLIC AUCTION

Lippitt O'Keefe, PLLC
370 E. Maple Rd., 3rd Floor
Birmingham, Michigan 48009
(248) 646-8292

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT
A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR
THAT PURPOSE.

PUBLIC AUCTION OF COLLATERAL – Default has been made in the terms and conditions of a certain Security Agreement between **Michigan Brewing Company, Inc.**, a Michigan corporation, as debtor, to Whitebox Hedged High Yield Partners, L.P., a British Virgin Islands limited partnership, as secured party, dated as of May 11, 2005, and assigned by said secured party to Best Brew Finance Company, LLC, a Michigan limited liability company, by an Assignment of Security Agreement, dated March 1, 2010. A UCC financing statement identifying collateral under the Security Agreement was filed with the Michigan Secretary of State on May 31, 2005 as Document No. 2005096828-0, which was continued by an amendment filed on January 22, 2010 as Document No. 2010010702-3, and was assigned to Best Brew Finance Company, LLC by an Assignment filed on May 5, 2010 as Document No. 2010030586-9.

The debtor was a brewery specializing in designer and unique beers, and the collateral generally includes a trademarks and brand names, brew house, bottling line, roller mill, hammer mill, centrifuge, pasteurizers, stainless steel storage tanks, heat exchangers, keg washer, fork lifts, pub and restaurant equipment, walk-in and drive-in coolers, miscellaneous machinery, office furniture, office equipment and non-alcohol inventory. A more detailed listing of the collateral is available upon request from the undersigned counsel.

Under the power of sale contained in the security agreement and the Michigan Uniform Commercial Code, notice is hereby given that the collateral will be sold in a several lots at public auction, which is scheduled to take place as follows:

Day and date: Wednesday, June 20, 2012
Time: 10:00 a.m. (Eastern Daylight Time)
Place: 1093 Highview Drive, Webberville, Michigan

Auctioneering services provided by Williams and Singer Company
For more information, please visit our website at
www.williamsandsinger.com

All collateral to be auctioned will be available for inspection, by appointment only, prior to the date of the auction. To schedule an inspection or to obtain a copy of the auction terms, contact Travis Fritts via email at travis.fritz@gmail.com or via telephone at 248-610-1042.

Dated: June 6, 2012

Brian D. O'Keefe, Esq.
Lippitt O'Keefe, PLLC
Attorneys for Secured Party
370 E. Maple Rd., 3rd Floor

{00186067}

TRADEMARK
REEL: 004877 FRAME: 0229

ORDER OF Sale

400 1500 BUCK
L. 1000

LOTS FOR AUCTION OF MICHIGAN BREWING COMPANY ASSETS, JUNE 20, 2012:

- A All brewing machinery, equipment, furniture and fixtures 5046
- B Except for assets to which Cash Cow Investments, LLC claims a purchase money security interest, all restaurant machinery, equipment, furniture and fixtures
- C Except for assets to which Cash Cow Investments, LLC claims a purchase money security interest, all retail store machinery, equipment, furniture, fixtures and inventory that is not regulated inventory
- D MBC Brands, and all rights, title and interest related thereto, including, without limitation,
 - ▷ all related intellectual property and goodwill; files, records and books, and copies of all of the foregoing, related thereto, regardless of the data storage medium; all customer lists, prospect lists, supplier lists and the list of independent representatives and contractors related thereto
- E** Celis Brands, and all rights, title and interest related thereto, including, without limitation, all related intellectual property and goodwill; files, records and books, and copies of all of the foregoing, related thereto, regardless of the data storage medium; all customer lists, prospect lists, supplier lists and the list of independent representatives and contractors related thereto
- F Collectible items, including pictures, trophies, awards and certificates
- G Furniture, fixtures, machinery, equipment and tools not related to the restaurant, brewery or retail store
- H All telephone and facsimile numbers, telephone number listings, post office boxes, electronic mail addresses, domain names and Internet Web sites, Facebook pages, Twitter and LinkedIn accounts and the like relating to the business.
- I All motor vehicles and other vehicles with certificates of title
- J Office furnishings, supplies, software, computer systems and sundries.
- K All raw materials, work in process, and inventory that is not regulated inventory
- L Except for the liquor license and any regulated inventory, and except for those assets of the business for which a public auction is not required, any and all other assets of the business located at the Premises on the date of the auction not particularly set forth in any other lot, and all additions, attachments, accessions or other rights of any kind related to any of the foregoing.

our sections

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copy of

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gan

C.

M. Copper Kettles 2500

M. R. 2012

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WILLIAMS & LIPTON COMPANY

32316 Grand River Avenue
Farmington, Michigan 48336
248-478-2000 / fax 248-478-4046

Date: June 20, 2012
Invoice: 1 - A

Auction: MICHIGAN BREWERY COMPANY

Buyer # _____

Name: _____ Phone _____

Address: _____ Fax _____

City, State, Zip Code _____ email _____

Lot #	Description	Amount
	<p>Bulk Bid – All lots offered. All items within the plant, Equipment, Inventory, Raw Materials, Brew Equipment, Material Handling, Restaurant, Retail, Offices, Trade Names, Etc.</p>	<p>Purchase Total \$ _____ Buyers Premium (__ %) \$ _____ Sales Tax (6%) \$ _____ Balance Due \$ _____</p>
<p>Positively no allowance for shortages or claims after 24 hours or after goods leave premises. All sales are final. Items left following the last day of removal are considered abandoned with all rights returned to Williams and Lipton Company.</p>		

By signing this document, I release all Liability from Williams and Lipton Company.

Signature _____ Print Name _____

Date _____

Williams and Lipton Company is not liable for content or condition of goods presented. Buyer acknowledges that all goods provided are sold "AS IS" – "WHERE IS" and are not warranted or merchantable or any particular purpose whatsoever. Buyers and any ultimate end users of these goods agrees to indemnify, hold harmless and defend Williams and Lipton Company for any and all claims, liabilities or lawsuit arising out of the use of these goods whatsoever.



WILLIAMS & LIPTON COMPANY

32316 Grand River Avenue, Suite 101
Farmington, Michigan 48336

DATE: June 20, 2012

INVOICE

12-1005

(248) 478 - 2000

(248) 478 - 4046 Fax

Buyer #: _____

TO: _____ **Ph:** _____

_____ **Fx:** _____

_____ **email:** _____

Contact:		Auction: Michigan Brewing Co.				
LOT #	DESCRIPTION	AMOUNT				
	<p>Celis Brands, including all related intellectual property and goodwill; records and books, and copies of all of the foregoing, related thereto, regardless of the data storage medium; all customer lists, prospect lists, supplier lists and the list of independent representatives and contractors related thereto</p>					
	<p>Positively no allowance for shortages or claims after 24 hours or after goods leave premises. All Sales are final. Items left following the last day of removal are considered abandoned with all rights returned to Williams & Lipton Company.</p>	<table border="1"> <tr><td>Purchase Total</td></tr> <tr><td>Buyer's Premium _____%</td></tr> <tr><td>Sales Tax 6%</td></tr> <tr><td>Balance Due</td></tr> </table>	Purchase Total	Buyer's Premium _____%	Sales Tax 6%	Balance Due
Purchase Total						
Buyer's Premium _____%						
Sales Tax 6%						
Balance Due						

By signing this document I release all
Liability from Williams & Lipton Company

Sign Name: _____

Print Name: _____ Date: _____

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TRADEMARK

REEL: 004877 FRAME: 0233



WILLIAMS & LIPTON COMPANY

DATE: June 20, 2012

INVOICE

12-1011

32316 Grand River Avenue, Suite 101

(248) 478 - 2000

Farmington, Michigan 48336

(248) 478 - 4046 Fax

Buyer #: _____

TO: _____

Ph: _____

Fx: _____

email: _____

Contact:	Auction: Michigan Brewing Co.	
LOT #	DESCRIPTION	AMOUNT
	<p>Any and all other assets of the business not particularly set forth in any other lot, including, without limitation: Accounts, accounts receivable; chattel paper; contract rights; deposit accounts; documents; instruments; rights to payment evidenced by chattel paper, documents or instruments; health care receivables; commercial tort claims; letters of credit; letter of credit rights; supporting obligations; rights to payment for money or funds advanced or sold; policies and certificates of insurance; deposits; goods; money; investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Lender, or as to which Lender now or later controls possession by documents or otherwise; all additions, attachments, accessions parts, replacements, substitutions, renewals, interest; dividends; distribution; rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights); products; and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor</p>	
	<p>Positively no allowance for shortages or claims after 24 hours or after goods leave premises. All Sales are final. Items left following the last day of removal are considered abandoned with all rights returned to Williams & Lipton Company.</p>	<p>Purchase Total _____ Buyer's Premium _____ % Sales Tax 6% _____ Balance Due _____</p>

By signing this document I release all Sign Name: _____
Liability from Williams & Lipton Company Print Name: _____ Date: _____

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TRADEMARK