

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
MillerCoors, LLC		07/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Eton Street Brewery, LLC		
Doing Business As:	Griffin Claw Brewing Company		
Street Address:	2051 Villa Road, Ste 103		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77706206	REDNECK LAGER	
Registration Number:	2533420	MICHIGAN BREWING COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 244-9100		
Email:	dchapman@troylawfirm.com		
Correspondent Name:	Daniel E. Chapman		
Address Line 1:	888 W Big Beaver Road, Ste 1400		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Daniel E. Chapman		
Signature:	/dec/		

OP \$65.00 77706206

Date:

08/07/2013

Total Attachments: 4

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Bill of Sale, Assignment and Assumption

This Bill Of Sale, Assignment and Assumption (hereinafter referred to as "Bill of Sale") is made as of the 19th day of July, 2013, by and between MillerCoors LLC, a Delaware limited liability company with its business address at 250 South Wacker Drive, Suite 800, Chicago, Illinois 60606-5888 (hereinafter referred to as "MillerCoors") and Eton Street Brewery, LLC (d/b/a Griffin Claw Brewing Company), a Michigan limited liability company with its business address at 2051 Villa Road, Suite 103, Birmingham, Michigan 48009 (hereinafter referred to as "Griffin Claw").

Whereas

- A. MillerCoors desires to sell, transfer, assign and convey, and Griffin Claw desires to purchase and accept, certain assets acquired by MillerCoors, in exchange for certain consideration as described herein.
- B. On June 20, 2012, pursuant to attached Exhibit 1 Notice of Public Auction, Best Brew Finance Company, LLC, as assignee of the secured party of Michigan Brewing Company, Inc., conveyed certain collateral assets of Michigan Brewing Company, Inc. to auction house Williams & Lipton Company.
- C. On June 27, 2012, David Burchett, as acting agent for MillerCoors, pursuant to attached Exhibit 2 Bill of Sale and Invoice, purchased some of these collateral assets of Michigan Brewing Company, Inc. from Williams & Lipton Company.
- D. Effective June 27, 2012, David Burchett, pursuant to attached Exhibit 3 Confirmatory Assignments of Trademarks dated January 14, 2013, and July 19, 2013, confirmed the assignment of the collateral assets acquired from Williams & Lipton Company to MillerCoors.

Now, therefore, in consideration of the premises and mutual promises herein,, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Conveyance.** MillerCoors does hereby sell, assign, convey and deliver to Griffin Claw, by Quit Claim, all of MillerCoors right, title and interest, if any, that MillerCoors may have in and to the following assets: Michigan Brewing Company, Inc. brands (which include the trademarks listed on Schedule 1 to this Bill of Sale, but specifically exclude the Celis brands) and all brand-related intellectual property and goodwill (collectively referred to herein as the "Brands"); records and books in MillerCoors possession; and all right, title and interest, if any, that MillerCoors may have in and to all claims and demands, at law or in equity, for any past and present infringement of the Brands (collectively, the "Purchased Assets"), and Griffin Claw hereby accepts the foregoing sale.

2. **Consideration.** In consideration for the Purchased Assets, Griffin Claw hereby agrees to pay MillerCoors the sum of One-Hundred Thousand U.S. Dollars (\$100,000.00).

3. Purchased Assets Sold "As Is, Where is". Griffin Claw hereby expressly acknowledges that the Purchased Assets sold pursuant to this Bill of Sale are sold on an "AS IS, WHERE IS" BASIS "WITH ALL FAULTS" AND MILLERCOORS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, CONCERNING THE PURCHASED ASSETS OR THE CONDITION, DESCRIPTION, QUALITY, USEFULNESS, OR ANY OTHER THING AFFECTING OR RELATING TO THE PURCHASED ASSETS, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF TITLE, VALIDITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED.

Griffin Claw represents and warrants that it has undertaken such investigation as it deems necessary to make itself fully aware of the condition of the Purchased Assets, as well as all facts, circumstances and information that may affect the use of the Purchased Assets, and Griffin Claw has relied on and will rely solely on its own due diligence investigation in determining to purchase the Purchased Assets.

The provisions of this Section will survive *ad infinitum*.

4. Further Assurances. MillerCoors at the request of Griffin Claw, will execute and deliver such additional conveyances, transfers, documents, instruments, and assignments that Griffin Claw reasonably requests as necessary, appropriate, convenient, useful, or desirable in order to more effectively vest or perfect in Griffin Claw, the transfer of the Purchased Assets to Griffin Claw.

5. Entire Agreement. This Bill of Sale, the Exhibits, and Schedule 1 constitute the entire understanding between the parties regarding the purchase and sale of the Purchased Assets, and supersedes any prior discussions, correspondence, documentation, or other agreement regarding the same.

6. Governing Law. This Bill of Sale and the subject matter hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Michigan (without regard to any conflict of laws principles).

7. Effective Date. This Bill of Sale will be effective as of 12:01 a.m. Central Standard time on July 19, 2013.

*Remainder of Page Intentionally Left Blank.
Signatures Follow.*

In witness whereof, the parties have caused this Bill of Sale to be executed by their duly authorized representatives as of the date first written above.

MillerCoors LLC

By: *T. Joubert*

Name: TRALEY JOUBERT

Title: CHIEF FINANCIAL OFFICER

**Eton Street Brewery, LLC
(d/b/a Griffin Claw Brewery)**

By: *Bonnie D. LePage*

Name: BONNIE D. LEPAGE

Title: PRESIDENT

**Schedule 1
Brands**

Trademark	U.S. Registration (Application) Number	Goods	Issue (Filing) Date
REDNECK LAGER	(77/706206)	Beer, ale, lager, stout and porter	(April 3, 2009)
MICHIGAN BREWING COMPANY	2533420	Beer, ale, and porter	January 29, 2002

Common Law Trademark

Goods

Big Mac Beer	Beer
Hamtramck Beer	Beer
High Seas IPA	Beer
Mackinac Pale Ale	Beer
Michigan Nut Brown Ale	Beer
Peninsula Porter	Beer
Screamin' Pumpkin Spiced Ale	Beer
Sunset Amber Lager	Beer
Superior Stout	Beer
Wheatland Wheat	Beer