



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

101590984

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

1.8.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Date Year

Name

Formerly

776034

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of conveying parties attached

Name:

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual
  - General Partnership
  - Limited Partnership
  - Corporation
  - Association
  - Other
  - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
REEL: 002216 FRAME: 0967

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name   
Address (line 1)   
Address (line 2)   
Address (line 3)   
Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(716) 232-6500

Name  Harter, Secrest & Emery LLP  
Address (line 1)  700 Midtown Tower  
Address (line 2)  Rochester, New York 14604  
Address (line 3)   
Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 11

**Trademark Application Number(s) or Registration Number(s)**



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

2,260,036	2,321,783	540,339
314,280	1,496,056	1,908,702
1,346,654	2,075,093	2,120,232

**Number of Properties**

Enter the total number of properties involved.

# 36

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 915.00

Method of Payment:  
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 03-3875

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Stephen B. Salai

Name of Person Signing

Signature

Jan 5, 2001

Date Signed

**RECORDATION FROM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Date Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/County

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached (*Designation must be a separate document from the Assignment.*)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

**Trademark Application Number(s)**

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

2,284,298	2,278,592	947,342
1,749,555	1,766,890	728,943
390,052	1,927,199	1,496,057
1,458,619	922,614	942,088
676,100	756,196	614,955
1,363,652	55,875	593,111
611,528	800,483	1,022,819

Trademark Application Number(s) or Registration Number(s)  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same propo

**Trademark Application Number(s)**


**Registration Number(s)**

825,945	323,604	796,520
527,303	391,603	773,902

## ASSIGNMENT OF TRADEMARKS AND/OR SERVICE MARKS

**WHEREAS, THE GENESEE BREWING COMPANY, INC.**, a corporation organized and existing under the laws of the State of New York, having an office at 445 St. Paul Street, Rochester, New York 14605 (the "*Assignor*"), has adopted and used and is using the trademarks and/or service marks registered and unregistered (the "*Marks*") identified on the *Annex* attached hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office and in certain state trademark offices identified on such *Annex* and of the foreign registrations of such marks also identified on such *Annex*; and

**WHEREAS, HIGH FALLS BREWING COMPANY, LLC** (formerly Monroe Brewing Co., LLC), a limited liability corporation organized and existing under the laws of the State of New York, having an office at 445 St. Paul Street, Rochester, New York 14605 (the "*Assignee*"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor; and

**WHEREAS**, Assignor, pursuant to the Asset Purchase Agreement by and between Assignor and Assignee dated as of August 29, 2000, as amended by Amendment No. 1 thereto (collectively the "Purchase Agreement") has agreed to assign such interest as it may have in the Marks set forth on the *Annex* attached hereto to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and/or Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks below.

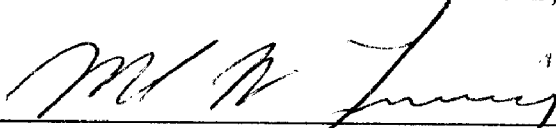
This Assignment of Trademarks and/or Service Marks shall be governed by and construed in accordance with the internal laws of the State of New York (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

This Assignment of Trademarks and/or Service Marks, the Annex hereto, the Purchase Agreement, and the other agreements or instruments required to be executed in connection therewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in those documents.

Any term or provision of this Assignment of Trademarks and/or Service Marks may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment of Trademarks and/or Service Marks may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment of Trademarks and/or Service Marks will be deemed to constitute a waiver of any other breach or any succeeding breach.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, on this 15<sup>th</sup> day of December, 2000.


**THE GENESEE BREWING COMPANY, INC.**

By:   
Name: Mark W. Leunig  
Title: Vice President, Secretary and General Counsel

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

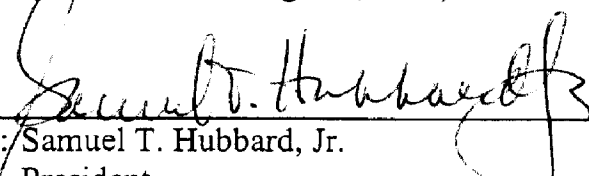
On the 15<sup>th</sup> day of December in the year 2000 before me, the undersigned, a Notary Public in and for said state, personally appeared Mark W. Leunig personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ALYSSA L. SAND  
Notary Public, State of New York  
Monroe County, No. 01SA6012636  
Commission Expires Aug. 31, 2002

  
Notary Public

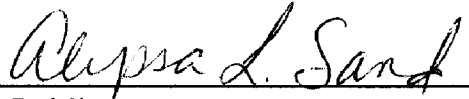
The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 15<sup>th</sup> day of December, 2000.

**HIGH FALLS BREWING COMPANY, LLC**  
(formerly Monroe Brewing Co., LLC)

By:   
Name: Samuel T. Hubbard, Jr.  
Title: President

STATE OF NEW YORK     )  
COUNTY OF MONROE    ) ss:

On the 15<sup>th</sup> day of December in the year 2000 before me, the undersigned, a Notary Public in and for said state, personally appeared Samuel T. Hubbard, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ALYSSA L. SAND  
Notary Public, State of New York  
Monroe County, No. 01SA6012636  
Commission Expires Aug. 31, 2002

**ANNEX**

Mark

(U.S.) Registration No.

Mark

(Foreign) Registration No.



TRADEMARK SUMMARY

**I. Genesee Brewing Company United States Registered Trademarks**

<u>Trademark</u>	<u>Goods</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
Beer God	Beer & Ale	Application Pending - Filed 4/24/98 <sup>(5)</sup>		
The Beer God Has Spoken	Beer & Ale	2,260,036	7/6/99	7/6/2005 <sup>(4)</sup>
Beer God Design	Beer & Ale	2,321,783	2/22/00	2/22/2006 <sup>(4)</sup>
Black Horse	Malt Beverages & Liquors	81-34-1731 (PA only)	5/18/81 (Renewal)	5/18/2001 <sup>(3)</sup>
Black Horse Ale	Fermented Malt Beverage	20,284 (NY only)	6/15/81	6/15/2001 <sup>(3)</sup>
Genesee <sup>(1)</sup>	Beer & Ale	540,339	4/3/51	4/3/2001 <sup>(3)</sup>
Genesee 12-Horse Ale (and design) <sup>(1)</sup>	Ale	314,280	6/26/34	6/26/2004 <sup>(3)</sup>
Genny	Beer & Ale	1,496,056	7/12/88	7/12/2008 <sup>(3)</sup>
Genny Ice Beer Design	Beer & Ale	1,908,702	8/1/95	8/1/2001 <sup>(4)</sup> (Aff. of Use)
Genny Saver <sup>(1)</sup>	Beer & Ale	1,346,654	7/2/85	7/2/2005 <sup>(3)</sup>
Golden Anniversary	Beer & Ale	2,075,093	7/11/97	7/11/2003 <sup>(4)</sup>
HighFalls	Beer & Ale	2,120,232	12/9/97	12/9/2003 <sup>(4)</sup>
JW Dundee's Honey Brown Lager (words only)	Beer & Ale	2,284,298	10/12/99	10/12/2004 <sup>(4)</sup>
JW Dundee's Honey Brown Lager & Design	Beer & Ale	2,278,592	9/21/99	9/21/2004 <sup>(4)</sup>
Koch's <sup>(2)</sup>	Beer & Ale	947,342	11/14/72	11/14/2002 <sup>(3)</sup>
Michael Shea's	Beer & Ale	1,749,555	1/26/93	1/26/2003 <sup>(3)</sup>
Michael Shea's Irish Amber	Beer & Ale	1,766,890	4/20/93	4/20/03 <sup>(3)</sup>
Phoenix <sup>(2)</sup>	Beer & Ale	728,943	3/20/62	3/20/2002 <sup>(3)</sup>
Trim <sup>(1)</sup>	Beer	390,052	9/2/41	9/2/2001 <sup>(3)</sup>
12 Horse	Beer & Ale	1,927,199	10/17/95	10/17/2001 <sup>(4)</sup> (Aff. of Use)

NOTES:

- (1) Assigned to new GBCo by Assignment dated December 31, 1988 recorded at PTO Reel 0590, Frame 031 to 036
- (2) Assigned to GBCo by Certificate of Merger dated 8/1/92 recorded at PTO Reel 0916, Frame 0947-0952.
- (3) Renewal application must be filed not more than six months prior to this date.
- (4) Affidavit of Use must be filed not more than twelve months prior to this date.
- (5) Intent to Use Application

## II. Genesee Brewing Company Expired Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Boy, Could I Go For a Genny Now	1,496,057	7/12/94*
Black Belt	1,458,619	9/22/93*
Cold-Aged	922,614	10/19/77
Deer Run	942,088	8/29/92
Dickens	676,100	3/24/99
Fyfe & Drum	756,196	9/3/83
Genesee - The Beer All People Like	614,955	10/25/75
Genny Saver Bottle (and design)	1,363,652	10/1/91
Holiday Beer	20,285 (NY only)	8/30/91
Iroquois (and Indian Head Design)	55,875	8/21/86
Jenny	593,111	7/27/94
Jenny (and oval design)	611,528	8/30/75
Koch's (and design)	800,483	12/14/85
Koch's The Tiny Little Brewery Where Real Beer is Made! (and design)	1,022,819	10/14/94
Ring Go	825,945	3/21/73
Tam O'Shanter	323,604	4/24/75
Tomahawk	796,520	9/21/85
12-Horse	527,303	7/4/70
"Wee" Bottle O'Tam	391,603	11/18/61
Zip Sip	773,902	7/28/70

\* Cancelled for Failure to File Affidavit of Use

## III. Genesee Brewing Company Foreign Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Genesee	Mexico	433,787	5/21/02
12 Horse Ale	Mexico	433,788	5/21/02
Koch's	Mexico	472,212	5/21/02
Golden Anniversary	Mexico	472,213	5/21/02
Genny	Mexico	454,186	5/5/02
Genesee	Argentina	1,866,734	9/7/05
12 Horse Ale	Argentina	1,544,918	11/30/04
Koch's	Argentina	1,505,789	2/28/04
Golden Anniversary	Argentina	1,505,790	2/28/04
Genny	Argentina	Application Abandoned 8/94	

**III. Genesee Brewing Company Foreign Trademark Registrations - Continued**

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Genesee	Korea	279,556	11/18/03
JW Dundee's Honey Brown Lager	Canada	Application Pending - Filed 4/24/96	
Genesee	Ecuador	5746/98	10/6/08
Genny	Ecuador	5745/98	10/6/08
Koch's	Ecuador	Application Abandoned 8/98	