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September 14, 2012

VIA ELECTRONIC MAIL (Karlos@bayoutechebrewing.com)

AND FIRST CLASS MAIL

Bayou Teche Brewing LLC
1106 Bushville Hwy
Arnaudville, Louisiana 70512

RE: LA 31
Applicant: Bayou Teche Brewing LLC
USPTO Registration No.: 4157265
Our File No.: 25839.304212

To Whom It May Concern:

We represent DuClaw Brewery LLC, a Maryland limited liability company, who is attempting to register its trademark: 31 (Class 32 namely beer, ale, and porter) pursuant to its application at Serial No. 85479933. My client's goods and services are solely beer, ale, and porter in connection with its proposed trademark filing.

However, the U.S. Patent and Trademark Office (USPTO) has refused to register my client's trademark citing that there may be a likelihood of confusion between the two marks. The goods are identical, namely beer.

While the above marks may be similar, and the goods and services appear to be identical, despite the USPTO's position, we are seeking on behalf of our client, a Co-Existence Agreement such that both parties would agree to the registration of their respective trademarks.

We are also seeking a Co-Existence Agreement with the Registrant, Firestone Walker LLC, a California limited liability company, who currently owns the Registered trademark PALE 31, for beer, pursuant to Registration No. 3996999.

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If you are willing to enter into such a Co-Existence Agreement as set forth above, please advise me of same. I have enclosed a copy of the form of Co-Existence Agreement we would be seeking. If acceptable to you, please execute in counterpart and I will arrange for execution on behalf of my client. If you require any changes, please contact me.

We appreciate your prompt attention to this request as our response to the USPTO's refusal is due September 14, 2012. I have spoken to Ronald McMorrow, the Examiner, and he has agreed to grant us three weeks to obtain this Co-Existence Agreement should you be willing to do so.

Please call me to further discuss this opportunity for both you and our client.

With kindest regards, I am

Sincerely,



Colleen Ferg Helmlinger
chelmlinger@gsmllaw.com

16.6385

Rusty Pachilis, CFO
DuClaw Brewery LLC

CO-EXISTENCE AGREEMENT

This Co-Existence Agreement (this "Agreement"), entered into as of the date stated below, is by and between DuClaw Brewery LLC ("DuClaw Brewery"), a Maryland limited liability company, located at 16 A Bel Air South Parkway, Bel Air, Maryland 21015, and Bayou Teche Brewing, LLC ("Bayou Teche"), a Louisiana limited liability company, located at 1106 Bushville Hwy, Arnaudville, Louisiana 70512.

WHEREAS, DuClaw Brewery has adopted and has used the mark 31 in connection with beer, ale and porter (International Class 32) since at least as early as September 1, 2007 and has filed for U.S. trademark registration under Serial No. 85479933;

WHEREAS, Bayou Teche has adopted and has used the mark LA 31 in connection with beer (International Class 32) since at least as early as July 1, 2009 and first used LA 31 in commerce on February 1, 2010 and owns U.S. Trademark Registration No. 4157265 for the mark LA 31 covering beer;

WHEREAS, the U.S. Patent and Trademark Office has refused registration of DuClaw Brewery's application Serial No. 85479933 for the mark "31" in light of Bayou's prior registration of the mark "LA 31";

WHEREAS, DuClaw Brewery use of the name "31" is to denote a specific seasonal beer product brewed by DuClaw Brewery LLC only during the Halloween season, and therefore, called "31", as a reference to the date October 31, and which is a spiced munich dunkel. Attached are copies of the specimen tap handles as submitted to the USPTO by Bayou Teche and by DuClaw Brewery further illustrating this distinction in use;

WHEREAS, the parties mutually desire to resolve their respective rights in similar reference to 31 in their respective marks (collectively, the "Marks"), and any confusingly similar variations of these marks and to co-exist without the likelihood of confusion within the marketplace;

WHEREAS, the parties acknowledge that their respective Marks have co-existed in the United States at least since 2009 without confusion and agree that, so long as the terms and conditions of this Agreement are performed, their respective Marks can co-exist in the marketplace without confusion.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties and other good and valuable consideration, the sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

1. DuClaw Brewery and Bayou Teche believe there will be no likelihood of confusion or conflict between the Marks described above;

2. DuClaw Brewery consents to the adoption, use, and registration by Bayou Teche of the trademark LA 31 relating to its beer brewed by Bayou Teche. DuClaw will take no action to interfere with the use and registration of LA 31 by Bayou Teche in the aforesaid manner, so long as Bayou Teche does not permanently cease use of this mark.

3. Bayou Teche consents to the adoption, use, and registration by DuClaw Brewery of the trademark 31 for "beer, ale, porter" throughout the United States for which DuClaw shall use such mark to denote its seasonal spiced munich dunkel beer released on October 31st of each year, and agrees not to cancel or otherwise challenge DuClaw Brewery's use or registration of 31 for "beers, ale and porter," so long as DuClaw Brewery does not permanently cease use of this mark in any of such states.

4. Should the U.S. Patent and Trademark Office not accept this Agreement and not withdraw the refusal of DuClaw Brewery's application Serial No. 85479933 based on Bayou Teche's Registration No. 4157265, Bayou Teche hereby agrees to execute a letter of consent consenting to the use within the designated jurisdictions, and registration of DuClaw Brewery's mark for purposes of securing removal of the citation of Bayou Teche's registration. Said document will be drafted by DuClaw Brewery and Bayou Teche shall have the right to make any necessary modifications to the letter in order to ensure consistency with the terms and spirit of this Agreement.

5. In the event that Bayou Teche's Registration No. 4157265, are not withdrawn as a bar to registration of DuClaw Brewery's application Serial No. 85479933, and DuClaw Brewery decides to challenge Bayou Teche's right to use the mark LA 31 or Petition to Cancel Registration No. 4157265, the Parties agree that this Agreement shall be null and void in every respect, and nothing therein shall be admissible as evidence in any subsequent proceedings.

6. The parties will continue their cooperation and communication, in good faith. Should future developments suggest to either party the possibility that the parties' respective marks are likely to be confused with one another, the parties will consult with each other with a view toward avoiding any such confusion.

7. The geographic scope of this Agreement shall be worldwide.

8. This Agreement and its terms and conditions shall bind the parties and their parents, subsidiaries, divisions, successors and all other related companies acting by, through or with them or under their authority, direction or control, and shall inure to the benefit of their successors and assigns. The parties to this Agreement may license or assign their respective rights hereunder, along with the related good will, provided that such license or assignment does not alter or amend the provisions of this Agreement, and provided that any such licensees and assignees will be bound by the terms of this Agreement.

9. This Agreement constitutes the entire agreement and understanding between

the parties with respect to the subject matter hereof and terminates, replaces and supersedes in their entirety all discussions, writings, representations, communications, understandings and agreements prior to or contemporaneous with this Agreement with respect to the subject matter of this Agreement. No change, modification or amendment to this Agreement, in whole or in part, whether by addition, deletion or otherwise, shall be valid unless in writing and signed by or on behalf of the party to be charged therewith.

10. This Agreement shall be deemed separable and if any portion hereof shall be held invalid for any reason, the remainder shall not be invalidated but shall remain in full force and effect.

11. Each party represents and warrants to the other that it has the authority to enter into this Agreement and to bind the entities referred to herein to the terms and conditions, obligations and undertakings set forth in this Agreement.

12. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland and the Trademark Act (15 U.S.C. § 1051 et seq.).

13. This Agreement shall be effective as of the date first written below and shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

14. This Agreement may be executed in duplicate and in counterpart signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

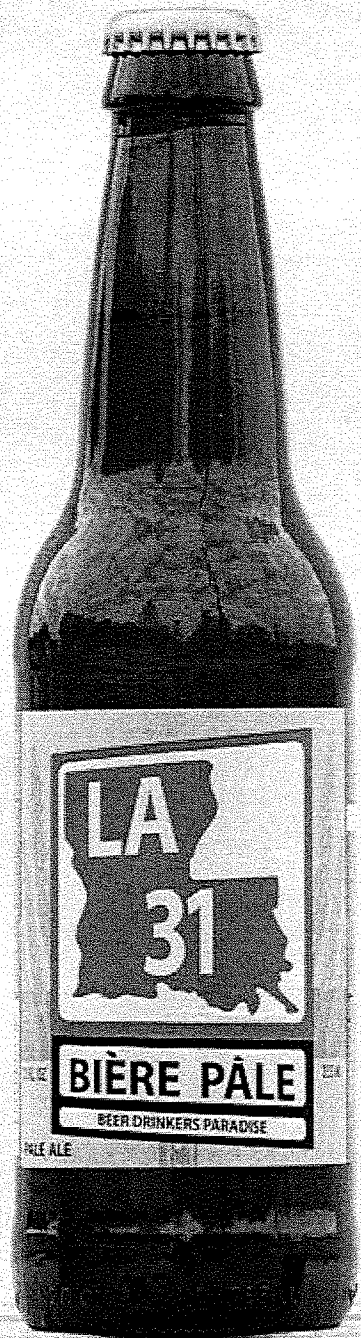
INTENDING TO BE BOUND, the parties have caused this Co-Existence Agreement to be executed by their authorized representatives, in duplicate counterparts as of the date first written below.

BAYOU TECHE BREWING, LLC

Name:
Title:
DATED: _____

DUCLAW BREWERY LLC

Name:
Title:
DATED: _____





BAYOU TECHE BREWING

The main label is rectangular with a dark background. At the top, it says "BAYOU TECHE BREWING". Below this, there are two ducks on the left and two ducks on the right, each standing on a nest. In the center, there is a white silhouette of the state of Louisiana with the letters "LA" above it and the number "31" below it. Below the map, it says "BIÈRE PÂLE" in large, bold letters. Underneath that, in smaller letters, it says "BEER DRINKERS PARADISE". At the bottom of the label, there is a decorative flourish and the text "Pale Ale" and "4 PACK - 12 OZ BOTTLES".

BIÈRE PÂLE

BEER DRINKERS PARADISE

Pale Ale

4 PACK - 12 OZ BOTTLES

DUCI AW

BREWING

31

SPICED
MUNICH
DUNKEL