

### RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: A35593 (072819.0145)

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Coors EMEA Properties, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Coors European Properties GmbH

Internal Address: \_\_\_\_\_

Street Address: Oberlaaer Strasse 371

City: Vienna

State: \_\_\_\_\_

Country: Austria

Zip: 1230

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 06/10/2004

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

6,763,672

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Baker Botts L.L.P.

Internal Address: \_\_\_\_\_

Street Address: 30 Rockefeller Plaza, 44th Floor

City: New York

State: New York

Zip: 10112

Phone Number: \_\_\_\_\_

Fax Number: 212-408-2501

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-4377

Authorized User Name Baker Botts L.L.P.

**9. Signature:**

Signature

02/03/2006

Date

Paul A. Ragusa

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 024377 6763672

## **Agreement on a grandparent contribution of Intellectual Property**

### **I. Facts before the contribution**

Coors EMEA Properties, Inc. is a US-Corporation registered under file 20031262651 with the Department of State of Colorado and the only shareholder of Coors Properties Holdings GmbH, a company registered with the Austrian Commercial Register under FN 241907x and resident in Oberlaaer Strasse 371, 1230 Vienna. Coors Properties Holdings GmbH is the only shareholder of Coors European Properties GmbH, a company registered with the Austrian Commercial Register under FN 241904t and resident in Oberlaaer Strasse 371, 1230 Vienna., with a branch office resident in Pestalozzistrasse 2, 8201 Schaffhausen, Switzerland.

### **II. Subject matter of the contract**

Coors EMEA Properties, Inc. (subsequently referred to as the transferor) voluntarily and irrevocably transfers and contributes the Intellectual Property as described in Appendix A of this Agreement to its second-tier company Coors European Properties GmbH without any consideration to be owed by Coors European Properties GmbH. Coors European Properties GmbH as the receiving company immediately allocates the Intellectual Property to its Swiss branch, i.e. Coors European Properties GmbH, Vienna, Schaffhausen Branch, that solely manage and further exploit this Intellectual Property.

The transfer to the receiving company shall be effected as a grandparent contribution as of June 1, 2004. In the amount of the fair market value of the Intellectual Property, capital reserves will be allocated in the financial statements of Coors European Properties GmbH. The transferor assures that it will carry out all the steps necessary so that Coors European Properties GmbH will be registered as the new proprietor of the Intellectual Property as soon as possible.

### **III. Positive fair market value, taxes and costs**

Both parties agree that the Intellectual Property has a positive fair market value of [REDACTED] at the effective date of the contribution, June 1, 2004. This value is substantiated by means of an

external valuation performed by Arthur Consulting Group. The valuation of Arthur Consulting Group is an integral part of this agreement, accepted by the parties. The fair market value was determined using appropriate valuation techniques, including a review of both market and income approaches, where applicable. The transferor shall bear taxes and costs connected with this contribution.

#### IV. Warranty


The transferor warrants the receiving company that the Intellectual Property is held at its unrestricted disposal and that its power of control is not limited by claims of third persons (for example by a right of lien). Beyond that, both parties agree that any liability and warranty of the transferor is excluded. In particular, the transferor is not liable for a specified value of the Intellectual Property.

#### V. Final provisions

If any provision of this Agreement is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. The invalid or unenforceable provision shall be replaced with a valid provision that approximates economically to the invalid or unenforceable provision as closely as possible. Place of jurisdiction for contingent disputes is the Commercial Court Vienna. Any claims in connection with this Agreement expire within three years after this Agreement is signed. Austrian law is applicable.

Coors EMEA Properties, Inc  
165 South Union Blvd., Suite 170  
Lakewood, CO 80228

Coors European Properties GmbH  
Oberlaaer Strasse 371  
1230 Vienna, Austria

By: 

By: \_\_\_\_\_

Name: PATTI L. ZENK

Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Date: JUNE 10, 2004

Date: \_\_\_\_\_

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Coors EMEA Properties, Inc  
165 South Union Blvd., Suite 170  
Lakewood, CO 80228

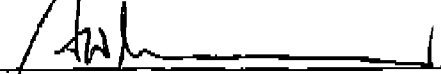
By: 

Name: PATTI L. ZENK

Title: PRESIDENT

Date: JUNE 10, 2004

Coors European Properties GmbH  
Oberlaaer Strasse 371  
1230 Vienna, Austria

By: 

Name: ALEXANDER WALTHER

Title: MANAGING DIRECTOR

Date: JUNE 11, 2004

## Appendix A

As used in this Agreement, "Intellectual Property" means all patents, trademarks, service marks, rights in designs, trade or business names, domain names, copyright (including rights in computer software), trade secrets, topography rights, know-how, secret formulae, recipes and processes, yeast strains, lists of suppliers and customers and other confidential and proprietary knowledge and information, rights protecting goodwill and reputation, database rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world that are owned by Coors EMEA Properties, Inc. including, without limitation,

the registered trademarks, registered service marks, trademark applications and service mark applications which appear in Schedule 1, including any goodwill or common law rights which are connected with or attached to the same;

the patents and patent applications which appear in Schedule 2;

the registered design registrations and design applications which appear in Schedule 3;

all rights to claim priority from the trademarks and service marks;

all rights to any extensions, renewals or amendments of the trademarks, service marks and domain names;

all rights to claim priority from the patents and file patent applications in respect of the inventions disclosed by the patents;

all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of the patents;

all rights to claim priority from the registered designs and file registered design applications in respect of any aspect of the designs disclosed by the registered designs;

all rights to any extensions, renewals or restorations of the registered designs; and

all rights to bring any proceedings and obtain any remedy in respect of any infringement or other violation of any Intellectual Property owned by Coors EMEA Properties, Inc. which has occurred prior to the date of this Agreement.

## Schedule 2

### Patent Applications and Issued Patents

Description	Country	Filing Date	Application No.	Final No.	Expiration
ARC - Noah	United Kingdom				
ARC 3	United Kingdom				
ARC2 - No Glycol	Brazil	23 May 03	PI 0304872-1		
ARC2 - No Glycol	PCT	23 May 03	PCT/GB20 03/002241		
Add-Ons to Riffat Concept	USA	22 Jan 99	235 847	6 151 911	22 Jan 19
Adjustable Orifice Plate	United Kingdom	08 Jun 96	9612029.0	2 313 824	08 Jun 16
Adsorption - No Riffat	United Kingdom	21 Sep 98	9820361.5	2 329 461	21 Sep 18
Adsorption - No Riffat - Method of Cooling	United Kingdom	21 Sep 98	0125285.7	2 365 107	21 Sep 18
Adsorption - No Riffat	USA	18 Sep 98	156 969	6 141 970	18 Sep 18
Adsorption-No Riffat - Beverage Container	United Kingdom	21 Sep 98	0125283.2	2 365 106	21 Sep 18
Alton Propogator	United Kingdom	10 Mar 95	9504902.9	2 298 651	10 Mar 15
Beer Mat	United Kingdom	28 Aug 03	0320108.4		
Can Cooling - Mixture	United Kingdom	20 Sep 97	9720006.7	2 329 459	20 Sep 17
Cinema and Light Show	Canada	17 Apr 03	2 425 856		
Cinema and Light Show	United Kingdom	09 Jul 01	0116626.3		
Cinema and Light Show	USA	08 Jan 03	10/338 315		
Dispense Apparatus & 0.9mm Holes (Div).	United Kingdom	11 May 95	9723489.2	2 318 112	11 May 15
Enclosure Vacuum/Bottom Fill	United Kingdom	09 Jul 01	0116632.1		
Evolution of Dissolved Gas	United Kingdom	20 Sep 97	9720009.1	2 329 392	20 Sep 17
Flash Conditioning	United Kingdom	26 Oct 95	9521911.9	2 294 944	26 Oct 15

Flavoured Ice/ Ice Stream	Canada	17 Apr 03	2 426 464		
Flavoured Ice/Ice Stream	United Kingdom	09 Jul 01	0116625.5		
Flavoured Ice/Ice Stream	USA	06 Jan 03	10/337 037		
Fob Reduction at End of Dispense	United Kingdom	14 Mar 01	0106196.9		
Gas Fire	United Kingdom	11 May 95	9509571.7	2 289 425	11 May 15
Gas Release Enhancement	United Kingdom	28 Jul 92	9216081.1	2 260 747	28 Jul 12
Gas Release Enhancement (DIV)	United Kingdom	28 Jul 92	9505381.5	2 287 505	28 Jul 12
Glass Cooling	Canada	17 Apr 03	2 426 202		
Glass Cooling	United Kingdom	09 Jul 01	0116631.3		
Glass Cooling	USA	06 Jan 03	10/337 036		
Image Capture	USA	08 Jan 03	10/338 437		
Inducing Evolution of Bubbles	United Kingdom	25 Jun 92	9213491.5	2 258 802	25 Jun 12
Kesk II	United Kingdom	11 May 95	9509570.9	2 289 477	11 May 15
Mechanical Vibration & Light	USA	14 May 99	10/339 234		
Mechanical Vibration & Light	Canada	17 Apr 03	2 426 193		
Nucleation By Injecting/Adding Things	Canada	17 Apr 03	2 426 241		
Nucleation By Injecting/Adding Things	United Kingdom	09 Jul 01	0116627.1		
Nucleation by Injecting/Adding Things	USA	14 May 99	10/339 235		
Post-Nottingham Can Cooling	United Kingdom	25 Jan 00	0001602.2	2 347 202	25 Jan 20
Post-Nottingham Can Cooling	USA	27 Jan 00	492 642	6 341 491	27 Jan 20
Preston's Glue (Palletising)	United Kingdom				
Project RA - II	United Kingdom	26 Sep 00	0023503.6		
Project Ra	United Kingdom	31 May 01	0225816.8		
Rocky	United Kingdom	11 May 96	9609950.2	2 313 357	11 May 16
Rotating Glass Head Control	USA	16 Apr 02	10/123 385	6 648 025	16 Apr 22
Seedcorn	United Kingdom	16 Nov 94	9423064.6	2 284 589	16 Nov 14
Seedwheat	United Kingdom	27 Jul 93	9315520.8	2 280 415	27 Jul 13
Serving Drinks	Canada	30 Jan 03	2 417 810		
TITANIC - Font	United Kingdom	09 Jul 01	0116623.0		

PATENT