

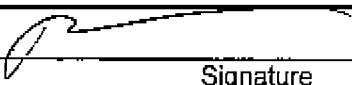
Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

Docket No.: A33718-PCT-USA (072819)

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Coors European Properties GmbH</u> Internal Address: _____ _____ Street Address: <u>Oberlaaer Strasse 371</u> _____ City: <u>Vienna</u> State: _____ Country: <u>Austria</u> Zip: <u>1230</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>06/10/2004</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____			
4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>10/150,463</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Baker Botts L.L.P.</u> Internal Address: _____ _____ Street Address: <u>30 Rockefeller Plaza, 44th Floor</u> _____ City: <u>New York</u> State: <u>New York</u> Zip: <u>10112</u> Phone Number: _____ Fax Number: <u>212-408-2501</u> Email Address: _____		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature:  Signature <u>Paul A. Ragusa</u> Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>02-4377</u> Authorized User Name <u>Baker Botts L.L.P.</u> Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>	
		Date <u>02/08/2006</u>	

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

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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

By: 
Name: PATTI L. ZENK
Title: PRESIDENT
Date: JUNE 10, 2004

Coors European Properties GmbH
Oberlaaer Strasse 371
1230 Vienna, Austria

By: _____
Name: _____
Title: _____
Date: _____

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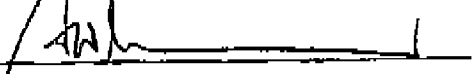
By: 

Name: PATTI L. ZENK

Title: PRESIDENT

Date: JUNE 10, 2004

Coors European Properties GmbH
Oberlaaer Strasse 371
1230 Vienna, Austria

By: 

Name: ALEXANDER WAECHTER

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

TITANIC - Mechanical Vibration	United Kingdom	09 Jul 01	0116621.4		
TITANIC - Printed Glasses	United Kingdom	09 Jul 01	0116624.8	2 364 515	09 Jul 21
TITANIC - Second Generation	Australia	17 Nov 99	11695/00		
TITANIC - Second Generation	Brazil	17 Nov 99	PI 9917559.2		
TITANIC - Second Generation	Canada	17 Nov 99	2 391 876		
TITANIC - Second Generation	China	17 Nov 99	99817045. 3		
TITANIC - Second Generation	Europe	17 Nov 99	99974192. 9		
TITANIC - Second Generation	United Kingdom	17 Nov 99	0213557.2		
TITANIC - Second Generation	Hong Kong	20 Feb 03	003101298 .4		
TITANIC - Second Generation	Japan	17 Nov 99	2001- 539060		
TITANIC - Second Generation	Singapore	17 Nov 99	200202865 .2		
TITANIC - Second Generation	USA	17 Nov 99	10/150 463		
TITANIC - Second Generation	South Africa	17 Nov 99	2002/4309		
TITANIC Draught - Ice from Beverage in a Vessel - Div 5	United Kingdom	14 May 99	0126685.7	2 368 114	14 May 19
TITANIC Draught-DIV 1 - Beer per se	USA	14 May 99	10/310 455		
TITANIC Draught-Div II - Method of Keeping Beverage Cool	USA	14 May 99	10/310 458		

PTO/SB/97 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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Signature

Paul A. Ragusa

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212-408-2500

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Attached Documents:

1. Recordation Form Cover Sheet (1 page)
2. Assignment (6 pages)

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