

FORM PTO-1594

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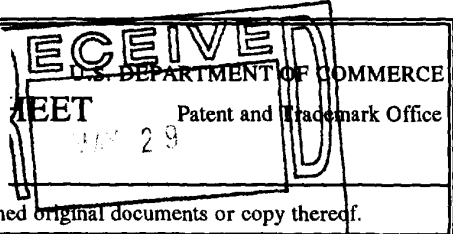
**MRD**  
**5.29.98**

RECC

06-15-1998



100739069



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Strategic Brands, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Premium Beverage Packers, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1090 Spring Street  
 City: Wyomissing State: PA ZIP: 19610

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Pennsylvania  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: May 14, 1998

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark registration No.(s) 2,064,154

Additional numbers attached?  Yes  No

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

Name: EUGENE E. RENZ, JR.

Internal Address: P.O. BOX 2056  
205 N. MONROE STREET  
MEDIA, PA 19063

Street Address: P.O. BOX 2056  
205 N. MONROE STREET

City: MEDIA State: PA ZIP: 19063

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number:  
18-0990

(Attached duplicate copy of this page if paying by deposit account)

06/11/1998 JSHADAZZ 00000096 2064154  
 01 FC 481      40.00 OP

DO NOT USE THIS SPACE

9. 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.

Eugene E. Renz, Jr.  
 Name of Person Signing

*[Handwritten Signature]*  
 Signature

May 27, 1998  
 Date

Total number of pages comprising cover sheet: 1

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, DC 20231

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TRADEMARK  
 REEL: 1739 FRAME: 0826

**SCHEDULE "A"**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>AMERICAN CLASSIC</b>	<b>2,064,154</b>	<b>May 20, 1997</b>

F:\WP\DX90-194291A\ASSIGN

## **TRADEMARK ASSIGNMENT**

**WHEREAS, STRATEGIC BRANDS, INC.**, a Pennsylvania corporation having its principal offices at **1090 Spring Street, Wyomissing, Pennsylvania, 19610**, (hereinafter referred to as "**ASSIGNOR**") is the owner of certain trademark rights in the United States to trademark listed on attached **SCHEDULE "A"**; and

**WHEREAS, PREMIUM BEVERAGE PACKERS, INC.**, a Pennsylvania corporation having its principal offices at **1090 Spring Street, Wyomissing, PA 19610**, (hereinafter referred to as "**ASSIGNEE**"), desires to purchase said trademark rights;

**NOW, THEREFORE, THIS IS TO WITNESS**, that in consideration of the sum of One Dollar (\$1.00) paid to **ASSIGNOR** by **ASSIGNEE**, the receipt of which is hereby acknowledged, and for other good and valuable consideration:

1. **ASSIGNOR** hereby sells, assigns and sets over unto **ASSIGNEE**, its successors and assigns, the entire right, title and interest in and to the registered mark listed on **SCHEDULE "A"** attached together with the good will of the business in connection with which said trademark is used.

2. **ASSIGNOR** hereby sells, assigns and sets over unto **ASSIGNEE**, its successors and assigns, any and all claims, demands or rights of action which it has or might have by reason of any infringements of said trademark prior to the date of this Assignment, together with the right to prosecute such claims, demands or rights of action in **ASSIGNEE**'s own name.

3. **ASSIGNOR** hereby agrees to execute and deliver to **ASSIGNEE** such instruments and documents as shall be required to confirm in **ASSIGNEE** the ownership of the rights transferred by **ASSIGNOR** to **ASSIGNEE** by this Agreement.

**IN WITNESS WHEREOF, ASSIGNOR**, expressly intending to be legally bound thereby, has caused this Assignment to be duly executed and its corporate seal affixed as of the 14th day of May, 1998.

**STRATEGIC BRANDS, INC.**

By: Jeffrey D. Hettinger  
Name: **Jeffrey D. Hettinger**  
Its: **President**