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FORM Expires 06/31 OMB 0651-0



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

7-12-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

11 1 2

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

<b>Submission Type</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<b>Conveyance Type</b> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____ <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
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**Conveying Party**  Mark if additional names of conveying parties attached

Name MicroStar Logistics, Inc. Execution Date 06302000  
 Month Day Year

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**  Mark if additional names of receiving parties attached

Name NewWest Mezzanine Fund LP

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1700 Lincoln Street, Suite 1800

Address (line 2) \_\_\_\_\_

Address (line 3) Denver Colorado 80203-4518  
 City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Colorado

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 and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. 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: 002115 FRAME: 0223

**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

(303) 674-9677

Name

David L. Henry

Address (line 1)

NewWest Mezzanine Fund LP

Address (line 2)

1700 Lincoln Street, Suite 1800

Address (line 3)

Denver, CO 80203-4518

Address (line 4)

**Pages**

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

# 9

**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)

Registration Number(s)

75068864		


**Number of Properties**

Enter the total number of properties involved.

# one

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

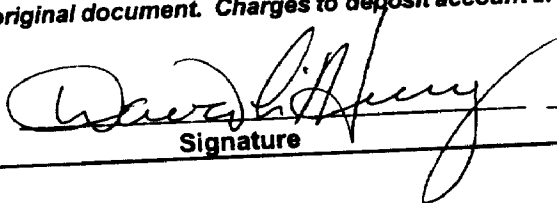
Authorization to charge additional fees:

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.

NewWest Mezzanine Fund LP  
By: Touchstone Capital Group, LLLP, General Partner  
By: David L. Henry, Managing General Partner



06/30/2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day 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/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 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)

Registration Number(s)

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# PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Patent, Trademark and License Security Agreement ("Agreement") is made by MicroStar Logistics, Inc., a Delaware corporation and MicroStar Keg Management, L.L.C., a Delaware limited liability company having their principal office and place of business at 6400 S. Fiddler's Green Circle, Suite 2100, Englewood, Colorado (collectively the "Borrower"), in favor of NewWest Mezzanine Fund LP, a Colorado limited partnership ("Lender"). In consideration of Lender's provision of financing to Borrower pursuant to the terms and conditions of a Note Agreement dated as of the date of this Agreement between Borrower and Lender as such Note Agreement may be amended, supplemented, amended and restated, renewed or otherwise modified from time to time hereafter (the "Note Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

**1. Security Interest in Patents.** To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Note Agreement), Borrower hereby grants and conveys to Lender a lien and security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached to this Agreement and made a part of this Agreement, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes individually and/or collectively referred to in this Agreement as the "Patents"); and

(b) license agreements with any other party, whether Borrower is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Security Agreement dated as of the date of this Agreement among Borrower and Lender) now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is referred to collectively in this Agreement as the "Licenses").

**2. Security Interest in Trademark and Goodwill.** To secure the complete and timely satisfaction of all of the Obligations, Borrower hereby grants and conveys to Lender a lien and security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached to this Agreement and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes individually and/or collectively referred to in this Agreement as the "Trademarks"); and

(b) the goodwill of Borrower's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

**3. Term.** This Agreement and the security interests granted in this Agreement shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned under this Agreement, or (ii) the Obligations have been paid in full and the Note Agreement has been terminated.

**4. Restrictions on Future Assignments.** Borrower will not, without Lender's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement), other than non-exclusive licenses in the ordinary course of business consistent with past practice, and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

**5. New Patents, Trademarks, and Licenses.** Borrower represents and warrants that the Patents and Trademarks listed on Schedules A and B, respectively, constitute all of the patents, service marks, trademarks, and applications now owned by Borrower. If, before the Obligations shall have been satisfied in full, Borrower shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (b) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender as attorney in fact to file or refile this Agreement with the United States Patent and Trademark Office.

**6. Representations and Warranties.** Borrower represents and warrants to and agrees with Lender that:

(a) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Patents and Trademarks is valid and enforceable;

(c) Borrower is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(d) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Note Agreement); and

(e) The Licenses are valid and binding agreements enforceable according to their terms, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

**7. Contingent Assignment.** Borrower has executed in blank and delivered to Lender an assignment of federally registered trademarks in substantially the form of Appendix 1 to this Agreement (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Appendix 2 to this Agreement (the "Assignment of Patents"). Borrower hereby authorizes Lender to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default (as defined in the Note Agreement) and the proper exercise of Lender's remedies under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, Borrower hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Lender as assignee of Borrower's entire interest.

**8. Duties of Borrower.** Borrower shall have the duty to use its reasonable best efforts to (a) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, (b) make application on unpatented but patentable inventions and on trademarks and service marks, as it may deem reasonably appropriate, and (c) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks except where the failure to do so would not have a Material Adverse Effect. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Lender.

**9. Financing Statements; Documents.** At the request of Lender, Borrower will join with Lender in executing one or more financing statements pursuant to the Colorado version of the Uniform Commercial Code in form satisfactory to Lender and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is reasonably deemed necessary or desirable by Lender. Borrower will execute and deliver to Lender from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Lender may reasonably require for the purpose of confirming Lender's interest in the Patents, Trademarks and Licenses.

**10. Lender's Right to Sue.** Lender shall have the same rights, if any, as Borrower has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between Borrower and Lender nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege under this Agreement or under the Note Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties to this Agreement.

**14. Cumulative Remedies; Note Agreement; Notices.** The Note Agreement and the terms and provisions thereof are hereby incorporated in this Agreement in their entirety by this reference. Any notice or notification required, permitted or contemplated under this Agreement shall be provided in accordance with the provisions of the Note Agreement. All of Lender's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Note Agreement or any other Financing Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under Note Agreement but rather is intended to facilitate the exercise of such rights and remedies.

**15. Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

**16. Governing Law.** This Agreement has been delivered and accepted in Denver, Colorado, and shall be governed by and construed in accordance with the local laws of the State of Colorado.

**17. Security Interest in favor of Bank.** Simultaneously with the execution and delivery of this Agreement, Borrower is granting to Wells Fargo Business Credit, Inc. (the "Bank") a senior security interest in certain collateral to secure the payment in full of certain obligations of Borrower to the Bank. To the extent that any obligation of Borrower pursuant to this Agreement is inconsistent with the obligations of Borrower pursuant to the security interest in favor of the Bank, then the terms of the security interest in favor of the Bank shall govern, pursuant to and to the extent provided in the terms and conditions of the Intercreditor Agreement between the Bank and the Lender dated as of the date of this Agreement.



IN WITNESS WHEREOF, MicroStarKeg Management, L.L.C. by its duly authorized officer, has executed this Agreement as of June 30, 2000.

Signed and acknowledged  
in the presence of:

*Steven K. Kuhl*

MICROSTAR KEG MANAGEMENT, L.L.C.

*Chris Sapyta*

By: Chris Sapyta  
Title: Manager

STATE OF COLORADO)

) ss:  
COUNTY OF DENVER )

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me on June 30, 2000, by Chris Sapyta, the Manager of MicroStarKeg Management, L.L.C., a Delaware limited liability company, on behalf of the corporation.

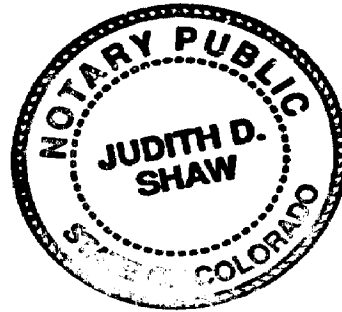
*Judith D. Shaw*  
Notary Public

Accepted at Denver, Colorado,  
as of June 30, 2000.

NEWWEST MEZZANINE FUND LP

By Touchstone Capital Group LLLP,  
General Partner

By: *David L. Henry*  
David L. Henry,  
Managing General Partner



IN WITNESS WHEREOF, MicroStar Logistics, Inc., by its duly authorized officer, has executed this Agreement as of June 30, 2000.

Signed and acknowledged  
in the presence of:

MICROSTAR LOGISTICS INC.

Chris Sapyta  
By: Chris Sapyta  
Title: President

STATE OF COLORADO)

) ss:  
COUNTY OF DENVER )

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me on June 30, 2000, by Chris Sapyta, the President of MicroStarLogistics, Inc., a Delaware corporation, on behalf of the corporation.

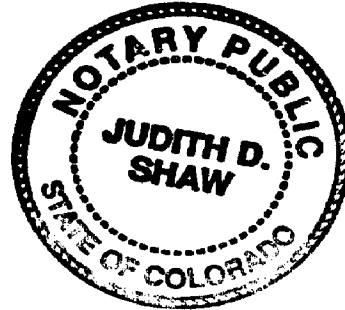
Judith D. Shaw  
Notary Public

Accepted at Denver, Colorado,  
as of June 30, 2000.

NEWWEST MEZZANINE FUND LP

By Touchstone Capital Group LLLP,  
General Partner

By: David L. Henry  
David L. Henry,  
Managing General Partner



SCHEDULE A  
(Patents)

<i>Docket No.</i>	<i>Title</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Inventors</i>	<i>Foreign License</i>	<i>Patent No.</i>	<i>Patent Issue Date</i>	<i>Status</i>

[NONE]

SCHEDULE B  
(Trademarks)

1. On March 22, 1999, the Company filed a Trademark application with the Colorado Secretary of State. The mark is for the word "MicroStar" and design. The trademark is used on Company letterhead and advertising of services.

2. On June 12, 2000, the Parent filed with the U.S. Patent and Trademark Office a Use-based Trademark Application for MICROSTAR and design, International Class 39, for transportation and use of containers for others. The Application is pending. The Application Number is 75-068,864.

3. On June 12, 2000, the Parent filed with the U.S. Patent and Trademark Office a Use-based Trademark Application for the name MICROSTAR , International Class 39, for transportation and use of containers for others. The Application is pending. The Application Number is 75-068,863.