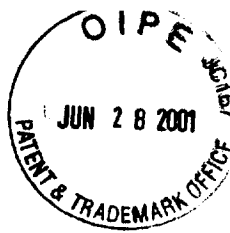


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Commissioner of Patents and Trademarks,  
Washington, D.C. 20231, Attn: BOX ASSIGNMENTS

*Rita Sulic*  
Rita Sulic

6-28-01

07-10-2001



101771458

TRADEMARKS ONLY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION/  
REGISTRATION OF : Snyder Internaitonal Brewing  
Group, LLC

FOR THE MARKS : ARENA DRAFT (+11 others)

APPLN/REG. NOS. : 2,018,179 (+11 others)

FILING/REG. DATES : November 19, 1996 (+11 others)

ATTORNEY DOCKET NO. : NMN 0 0111

Cleveland, Ohio 44114-2518  
June 28, 2001

RECORDATION FORM COVER SHEET

Commissioner of Patents  
and Trademarks  
Washington, DC 20231

Dear Sir:

Please record the attached original document or copy  
thereof.

1. Name of conveying Party(ies):  
Snyder International Brewing Group, LLC

Entity:

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

07/09/2001 DBYRNE 00000156 2018179  
01 FC:481 40.00 00  
02 FC:482 275.00 00

TRADEMARK  
REEL: 002325 FRAME: 0330

X  Other  Limited Liability Company

2. Name and Address of receiving Party(ies):

Name:  Keybank National Association

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

Street Address:  127 Public Square

City:  Cleveland

State:  OH  ZIP:  44114

Entity:

Individual(s) citizenship   Association  
  General Partnership   Limited Partnership  
  Corporation-State \_\_\_\_\_  
 X  Other  National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  X  No

(Designation must be a separate document from Assignment.)

3. Nature of Conveyance:

Assignment   Change of Name  
 X  Security Agreement   Merger

Other \_\_\_\_\_

Execution Date:  June 11, 2001

4. Application number(s) or registration number(s).  
Additional sheet attached?  X  Yes   No

A. Trademark Appl. No.(s)

B. Trademark Reg. No.(s)

2,018,179 (+11 others)

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

State: Ohio ZIP: 44114-2518

6. Total number of applications and registrations involved: 12

7. Total fee (37 C.F.R. 3.41): \$ 315.00

X Enclosed--- The Commissioner is hereby authorized to charge any additional fees which may be required or credit any overpayment to Deposit Account No. 06-0308.

Authorized to be charge to deposit account

8. Deposit Account Number (attach duplicate copy of this form if paying by Deposit Account): \_\_\_\_\_

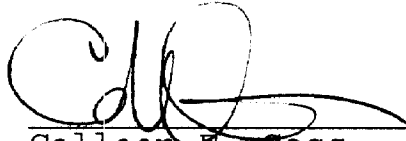
DO NOT USE THIS SPACE

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.*

Respectfully submitted,

FAY, SHARPE, FAGAN,  
MINNICH & MCKEE, LLP



June 28, 2001

Date

Colleen F. Goss  
1100 Superior Avenue  
Seventh Floor  
Cleveland, OH 44114-2518  
(216) 861-5582

Total number of pages including cover sheet, attachments, and document: 6

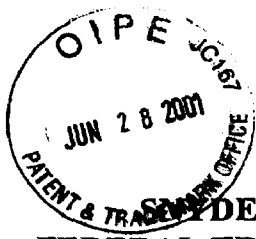


EXHIBIT A

**SPYDER INTERNATIONAL BREWING GROUP, LLC  
FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Trademark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
Arena Draft	2,018,179	11/19/96
Bicentennial Beer	2,032,610	1/21/97
Crooked River	1,870,756	12/27/94
Crooked River	(76/172,757)	(11/29/00)
Crooked River Brewed & Bottled in Cleveland, Ohio w/Design	1,943,903	12/26/95
Crooked River Foods	(76/172,758)	(11/29/00)
"Enjoy Quality Not Quantity"	( 76/002,865)	(4/6/00)
Erie Islands USA	(75/709,375)	(5/19/00)
Reach for a River	1,938,334	11/28/95
Settlers Ale	1,983,340	7/2/96
Stadium Draft	2,242,926	5/4/99
Stadium Lager	(75/764,545)	(7/30/99)

**GRANT OF SECURITY INTEREST AND MORTGAGE OF TRADEMARKS**



For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SNYDER INTERNATIONAL BREWING GROUP, LLC**, an Ohio limited liability company ("Grantor") with principal offices at 1940 E. 6th Street, 2nd Floor, Cleveland, Ohio 44114, hereby assigns, grants and mortgages to **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Grantee"), whose principal address is 127 Public Square, Cleveland, Ohio 44114, a security interest in (i) all of the Grantor's right, title, and interest in and to the trademarks, trademark registrations, and trademark applications now owned or hereafter acquired by Grantor ("Trademarks") each and every one of which is now or will be added to and included in Exhibit A attached hereto, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill of the business symbolized by the Trademarks, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Grantor authorizes Assignee to modify Exhibit A to include any future Trademarks of the Grantor. Grantor shall promptly notify Grantee of any new Trademarks in order to facilitate Grantee's rights under this paragraph.

This Agreement is entered into to secure the full and prompt performance and payment of all of the Obligations of the Grantor, as such term is defined in the Letter Agreement dated August 27, 1999, and the Letter Agreement dated February 11, 2000, by and between Grantor and Grantee, including any partial or total amendment, renewal, restatement, extension, or substitution thereof or therefor ("Loan Agreement"). Upon the satisfaction of all of the Obligations in full, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents, or other instruments in writing as may be reasonably requested by the Grantor releasing the security interest and mortgage in the Trademarks granted by this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those granted in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

In witness whereof, the parties hereto have executed this Agreement as of June 11, 2001.

**KEYBANK NATIONAL ASSOCIATION**

By: James M. Melz  
Name: JAMES M. MELZ  
Title: SVP

**SNYDER INTERNATIONAL  
BREWING GROUP, LLC**

By: [Signature]  
Name: C. David Snyder  
Title: Chairman