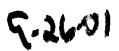
"Express Mail" Mailing Label Number EL852682054US Date of Deposit: September 26, 2001
I hereby certify that this paper or fee is being deposited with the United States
Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks,
Washington, D.C. 20231, Atta: BOX ASSIGNMENTS

10-02-2001



TRADEMARKS ONLY

13

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION/ REGISTRATION OF

Snyder International Brewing

Group, LLC

FOR THE MARK

"ENJOY QUALITY NOT QUANTITY"

APPLN NO.

: 78/002,865

FILING DATE

April 6, 2000

ATTORNEY DOCKET NO.

NMN 0 0111

Cleveland, Ohio 44114-2518

September 26, 2001

CORRECTED RECORDATION FORM COVER SHEET

Commissioner of Patents and Trademarks Washington, DC 20231

Dear Sir:

Please record the attached original document which is a correction of the security interest filed at Reel 2325/0330.

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

Entity:	
Individual(s)	Association
General Partnership	Limited Partnership
Corporation-State	

40.00

	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 <u>National Banking Association</u>			
	If assignee is not domiciled in the United States, a domestic representative designation is attached:			
	YesX_No			
	(Designation must be a separate document from Assignment.)			
•	Nature of Conveyance:			
	Assignment Change of Name			
	X Security Agreement Merger			
	Other record to correct error in Serial Number; remove security interest from 76/002,865; record against 78/002,865			
	Execution Date: June 11, 2001			
	Application number(s) or registration number(s). Additional sheet attached? X Yes No			

	A. Trademark Appl. No.(s) B. Trademark Reg. No.(s)
	78/002,865
	Additional numbers attached? X Yes No
•	Name and address of party to whom correspondence concerning document should be mailed:
	Name: Colleen F. Goss
	Firm: Fay, Sharpe, Fagan,
	Minnich & McKee, LLP
	Address: 1100 Superior Avenue
	Seventh Floor
	City: Cleveland
	State: Ohio ZIP: 44114-2518
	Total fee (37 C.F.R. 3.41): \$40.00
	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
	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

September 26, 2001

Date

Collen 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

SNYDER INTERNATIONAL BREWING GROUP, LLC FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
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"	(78/002,865)	(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)

Corrected 9/20/01

C:\DATA\AGREE\NMN0111.EX3 6/5/01

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 <u>Exhibit A</u> 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 //, 2001.

KEYBANK NATIONAL ASSOCIATION

RECORDED: 09/26/2001

Name: JAMES M. Maly

Title: SV 🕇

SNYDER INTERNATIONAL

BREWING ROUP, LLC

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Name: C. David Snyde

Title: Charman