

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

GIBC, Inc., an Illinois corporation (owner and licensor)
Beerco, L.L.C., an Illinois LLC (sublicensor)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State GIBC, Inc., an IL corporation
☒ Other Beerco, L.L.C., an IL LLC

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 8/10/2004

2. Name and address of receiving party(ies)

Name: MB Financial Bank, N.A.

Internal

Address:

Street Address: 1200 North Ashland Avenue

City: Chicago State: IL Zip: 60622

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other a national bank

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76581920
76576679, 76575269

B. Trademark Registration No.(s) 2145755, 2307236

2287740, 2230883, 2230882, 2132685, 2000879

Additional number(s) attached ☐ Yes ☒ No 1958818, 1957907, 1957898

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

Name: David S. Mann

Internal Address: Holland & Knight LLP

Street Address: 131 S. Dearborn Street

30th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$ 340.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

130045

DO NOT USE THIS SPACE

9. Signature.

David S. Mann

Name of Person Signing

Signature

August 11, 2004

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$340.00 130045 76581920

700105401

TRADEMARK
REEL: 002924 FRAME: 0128

**Schedule A to Trademark
Security Agreement from GIBC, Inc.
to MB Financial Bank, N.A.**

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Reg. No.</u>
BOURBON COUNTY STOUT	March 19, 2004	76581920	
DEMOLITION	February 23, 2004	76576679	
PERE JACQUES	February 12, 2004	76575269	
SUMMERTIME	July 17, 1996	75135496	2145755
GOOSEHEAD DESIGN	August 18, 1998	75538506	2307236
GOOSEHEAD DESIGN	August 17, 1998	75537870	2287740
GOOSE ISLAND ROOT BEER	May 19, 1998	75487805	2230883
GOOSE ISLAND BREWING CO.	May 19, 1998	75487803	2230882
GOOSE ISLAND AND DESIGN	February 27, 1997	75249061	2132685
GOOSE ISLAND HONKER'S ALE CRAFT BREWED & BOTTLE CONDITIONED CHICAGO, ILLINOIS AND DESIGN	April 25, 1995	74665852	2000879
GOOSE ISLAND BREWING CO. AND DESIGN	April 3, 1995	74655245	1958818
HONKER'S ALE	April 3, 1995	74655236	1957907
GOOSE ISLAND	April 3, 1995	74655099	1957898

2132847_v2

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 10th day of August, 2004 by and among **GIBC, INC.**, an Illinois corporation ("Owner/Licensor"), **BEERCO, L.L.C.**, an Illinois limited liability company ("Sublicensor"), and **MB FINANCIAL BANK, N.A.**, its successors and assigns ("Lender").

WHEREAS, Goose Island Beer Co., an Illinois corporation ("Borrower") and Lender have executed and delivered a certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), pursuant to which Lender will provide financial accommodation to Borrower. All capitalized terms not herein defined shall have the meanings ascribed to them in the Loan Agreement;

WHEREAS, Owner/Licensor owns certain trademarks registered with the United States Patent Office, which it has licensed to Sublicensor which, in turn, has licensed to Borrower;

WHEREAS, Owner/Licensor and Sublicensor (collectively, the "Grantors") will derive significant benefit from the Loan Agreement and the other documents, agreements and instruments executed in connection therewith (any and all such documents, agreements and instruments are collectively referred to as the "Loan Documents"); and

WHEREAS, Grantors desire to provide Lender with additional security in consideration of loans made or to be made to Borrower by Lender, and to induce Lender to enter into the Loan Agreement with Borrower;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree, jointly and severally, with Lender as follows:

1. To secure the complete and timely satisfaction of all of Borrower's Liabilities (as defined in the Loan Agreement), Grantors hereby grant to Lender a security interest in and to all of Grantors' now owned or existing and hereafter acquired or arising trademarks and trademark applications, including, without limitation, those listed in Schedule A hereto, and any registrations and applications for registration thereof including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). Grantors further authorize Lender to take all appropriate steps to record or file its security interest in such Trademarks with the appropriate public offices.

2. Owner/Licensor covenants and warrants to Lender that:

- (a) Owner/Licensor is using the Trademarks in its business, and will continue to use the Trademarks in its business;

(b) To the best of Owner/Licensor's knowledge, and except as otherwise disclosed to Lender in the Loan Agreement, each of the Trademarks is valid and enforceable;

(c) Owner/Licensor has not licensed or permitted anyone but Borrower to use the Trademarks;

(d) Except as otherwise disclosed to Lender in the Loan Agreement, Owner/Licensor is the sole and exclusive owner of the unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, security interests, assignments or other encumbrances, including without limitation licenses and covenants by Owner/Licensor not to sue third persons; and

(e) Owner/Licensor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Sublicensor covenants and warrants to Lender that:

(a) Sublicensor is using the Trademarks in its business, and will continue to use the Trademarks in its business;

(b) To the best of Sublicensor's knowledge, and except as otherwise disclosed to Lender in the Loan Agreement, each of the Trademarks is valid and enforceable;

(c) Sublicensor has not licensed or permitted anyone but Borrower to use the Trademarks;

(d) Except as otherwise disclosed to Lender in the Loan Agreement, Sublicensee is the sole and exclusive licensee of each of the Trademarks, free and clear of any liens, charges, security interests, assignments or other encumbrances, including without limitation licenses and covenants by Sublicensor not to sue third persons; and

(e) Sublicensor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. Grantors jointly and severally agree that, until all of Borrower's Liabilities have been satisfied in full, it will not enter into any agreement (for example, an exclusive license agreement) which is inconsistent with Grantors' obligations under this Agreement, without Lender's prior written consent in each instance obtained.

5. Grantors authorize Lender to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications as defined under Paragraph 1, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

6. If any Event of Default shall have occurred and remains continuing under any of the Loan Documents and all applicable grace or cure periods provided by the applicable Loan Documents have expired, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Owner/Licensors and/or Sublicensors, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of Borrower's Liabilities. Any remainder of the proceeds after payment in full of the Borrower's Liabilities shall be paid over to Owner. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Grantors pursuant to the Uniform Commercial Code of Illinois, before any public or private sale or other disposition of the Trademarks is to be made, which Grantors hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Grantors, which right is hereby waived and released.

7. At such time as Borrower shall satisfy in full all of Borrower's Liabilities, Lender shall execute and deliver to Grantors all instruments as may be necessary or proper to release its security interest in the Trademarks.

8. Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Liabilities and shall bear interest at the Default Rate stipulated in the Loan Agreement.

9. If Grantors shall have or shall develop any trademark which is used in interstate commerce or which is otherwise registerable or protectable under the trademark laws of the United States of America, and which Grantors, in the exercise of their good faith judgment, decides is commercially worthy of such registration, Grantors shall file all applications necessary to obtain a registered United States trademark, and said trademark application shall be added to Schedule A of this Agreement.

10. During the continuance of an Event of Default and after the expiration of all applicable grace or cure periods, Lender shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Grantors shall at the request of Lender do any and all lawful acts and execute any and all documents

required by Lender in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 10.

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

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any of the Loan Documents, or by law shall be cumulative and may be exercised singularly or concurrently.

13. 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.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given to any party or parties (a) upon delivery to the address of the party or parties as specified below if delivered in person or by courier or if sent by certified or registered mail (return receipt requested), or (b) upon dispatch if transmitted by telecopy or other means of facsimile transmission, in each case addressed as follows:

If to Owner/Licensor:

GIBC Inc.
1800 North Clybourn
Chicago, Illinois 60612
Telephone: (312) 226-1119 ext. 244
Telecopier: (312) 733-1692

If to Sublicensor:

BeerCo, L.L.C.
1800 North Clybourn
Chicago, Illinois 60612
Telephone: (312) 226-1119 ext. 244
Telecopier: (312) 733-1692

with a copy to:

Perkins Coie LLP
131 South Dearborn Street
Suite 1700
Chicago, Illinois 60603
Attn.: Bruce A. Bonjour
Telephone: (312) 324-8650
Telecopier: (312) 324-9650

If to Lender:

MB Financial Bank, N.A.
1200 North Ashland Avenue
Chicago, Illinois 60622
Attn: Mark Heckler
Telephone: (773) 292-2059
Telecopier: (773) 489-4058

with a copy to:

Holland & Knight LLP
131 South Dearborn Street
30th Floor
Chicago, Illinois 60603
Attn: David S. Mann
Telephone: (312) 263-3600
Telecopier: (312) 578-6666

The parties hereto may designate such other address or telecopy number by written notice in the aforesaid manner.

17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

18. GRANTORS HEREBY JOINTLY AND SEVERALLY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY GRANTORS INDIVIDUALLY OR JOINTLY AND ARISING DIRECTLY OR INDIRECTLY OF THIS AGREEMENT, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION. GRANTORS HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO PERSONAL JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREE THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTORS AT THE ADDRESSES TO WHICH NOTICES ARE TO BE SENT PURSUANT

TO THIS AGREEMENT. GRANTORS WAIVE ANY CLAIM THAT COOK COUNTY ILLINOIS OR THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR GRANTORS SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY LENDER, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND GRANTORS HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACH ANY SUCH JUDGMENT OR ACTION.

19. LENDER AND GRANTORS ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[Intentionally Left Blank]

IN WITNESS WHEREOF, Grantors, intending to be legally bound hereby, has duly executed this Agreement on the date first written.

GIBC Inc., an Illinois corporation

By: _____

Its: _____

BeerCo, L.L.C., an Illinois limited liability company

By: _____

Its: _____

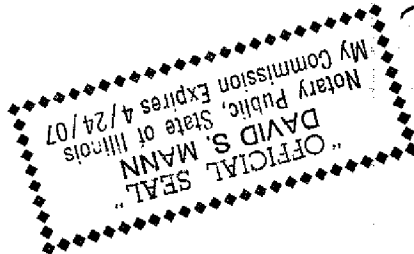
MB Financial Bank, N.A.

By: _____

Its: _____

State of Illinois)
) SS.
 County of Cook)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 10th day of August, 2004, appeared John Hall, known to me personally, and who, being first duly sworn, deposes and says that he is the President of **GIBC, Inc.** and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledged his signature to be his voluntary act and the voluntary act of said corporation.



[Signature]

Notary Public

My commission expires: _____

State of Illinois)
) SS.
 County of Cook)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 10th day of August, 2004, appeared John Hall, known to me personally, and who, being first duly sworn, deposes and says that he is the President of **BeerCo, L.L.C.** and that the foregoing instrument was signed on behalf of said company by authority of its manager and said President acknowledged his signature to be his voluntary act and the voluntary act of said company.



[Signature]

Notary Public

My commission expires: _____

State of Illinois)
) SS.
County of Cook)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 10th day of August, 2004, appeared Mark Heckler known to me personally, and who, being by me first duly sworn, deposes and says that he is a duly authorized representative of **MB Financial Bank, N.A.** and that the foregoing instrument was signed on behalf of said bank by authority of its Board of Directors and said Mark Heckler acknowledged his signature to be his voluntary act and the voluntary act of said bank.



A handwritten signature in black ink, appearing to be "D. Mann", written over a horizontal line.

Notary Public

My commission expires: _____