

Form PTO-1594 (Rev. 05/01) OMIB No. 0651-0027 (exp. 5/31/2002) Tab settings:		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.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): <u>Bank of America, N.A.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - <u>National Banking Association</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: <u>Big River Breweries, Inc.</u> Internal Address: <u>100 East 10th Street</u> Street Address: City: <u>Chattanooga</u> State: <u>TN</u> Zip: <u>37402</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Tennessee</u> <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - <u>Release</u> Execution Date: <u>October 27, 2004</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/161,882</u> B. Trademark Registration No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel Angel, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP/Order No.</u> <u>014951/0597</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Daniel Angel, Esq.</u> Name of Person Signing </div> <div style="text-align: center;"> Signature </div> <div style="text-align: center;"> <u>November 12, 2004</u> Date </div> </div> <div style="text-align: center; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 6 </div>					

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

CH \$40.00 600675 76161882

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "**Release**") is made and effective as of the date executed below and is granted by **BANK OF AMERICA, N.A.**, (as successor-in-interest to NationsBank of Tennessee, N.A.), a national banking association ("**Releasor**"), in favor of **BIG RIVER BREWERIES, INC.**, a Tennessee corporation ("**Releasee**").

WHEREAS, pursuant to that certain Loan Agreement dated as of July 10, 1997, as amended, replaced, superseded or otherwise modified from time to time (the "**Credit Agreement**") by and among Releasee and Releasor, Releasor agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Credit Agreement, Releasee executed that certain Trademark Security Agreement dated as of January 31, 1998, as amended, replaced, superseded or otherwise modified from time to time (the "**Security Agreement**") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "**Trademark Collateral**"):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, whether now or hereafter existing, including, without limitation, all such rights referred to in Schedule A attached hereto (the "**Trademarks**");
- (b) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, whether now or hereafter existing, including, without limitation, any thereof referred to in Schedule A attached hereto; and
- (c) to the extent not otherwise included, all proceeds and products of any and all of the foregoing;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1764/Frame 0618 on August 7, 1998;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Credit Agreement, the Security Agreement and/or any other agreement (the "**Security Interest**"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Credit Agreement, the Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees, at the expense of Releasee, to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to accomplish a valid and lawful Release.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 21 day of October 2004.

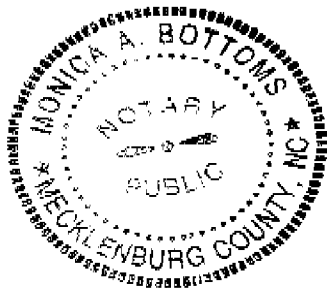
BANK OF AMERICA, N.A.,
(as successor-in-interest to NationsBank of
Tennessee, N.A.)

By: Julie A. Smith
Name: Julie A. Smith
Title: SVP.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF N. Carolina
COUNTY OF Mecklenburg SS.:

On this 27 day of October 2004, before me, the undersigned, personally appeared Willie A. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Monica A. Bottoms
[NOTARY SEAL]

SCHEDULE A

Trademark	Serial No.	Reg./Use Date
NEW WORLD CUISINE & FRESH BEER A1A ALEWORKS "WORTH CROSSING THE ROAD FOR!" and design	75/161,882	07/00/94 (use)
A1A HONEY ALE	FL T95000001106	09/07/95 (reg.) 06/01/95 (use)
RED BRICK ALE	FL T94000001576	10/10/94 (reg.) 10/01/92 (use)