

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE LION BREWERY, INC.		11/01/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL INCORPORATED
Street Address:	551 Madison Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2766802	POCONO
Registration Number:	2622526	POCONO RASPBERRY
Registration Number:	1353167	
Registration Number:	0717979	GIBBONS
Registration Number:	1322460	LIEBOTSCHANER
Registration Number:	2102446	LIONSHEAD
Registration Number:	2832940	LION'S LONG ISLAND ICED TEA
Registration Number:	0141863	BARTELS
Registration Number:	2956979	BARTELS

CORRESPONDENCE DATA

Fax Number: (312)577-8756
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8348

CH \$240.00 2766802

Email: cheryle.stone@kattenlaw.com
Correspondent Name: Cheryle Stone c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-00004

NAME OF SUBMITTER: Cheryle A. Stone

Signature: /Cheryle A. Stone/

Date: 11/02/2007

Total Attachments: 5
source=LionBreweryGolubCapitalTMSecurityAgreement#page1.tif
source=LionBreweryGolubCapitalTMSecurityAgreement#page2.tif
source=LionBreweryGolubCapitalTMSecurityAgreement#page3.tif
source=LionBreweryGolubCapitalTMSecurityAgreement#page4.tif
source=LionBreweryGolubCapitalTMSecurityAgreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2007, is between **THE LION BREWERY, INC.**, a Pennsylvania corporation (the "Grantor"), and **GOLUB CAPITAL INCORPORATED**, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined). The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered into that certain Credit Agreement dated as of even date herewith by execution of a joinder thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the "Borrowers" signatory thereto, the other "Loan Parties" from time to time party thereto, as Guarantors, LBAC, Inc., a Delaware corporation, as Borrower Representative, Grantee, as Administrative Agent and the Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to the Borrowers by the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor (as a party by joinder thereto), the other "Grantors" signatory thereto and Grantee, Grantor has granted to Grantee for the benefit of Administrative Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

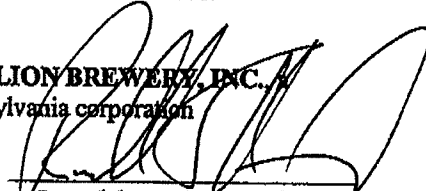
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement; provided, however, that upon payment in full in cash and performance of the Obligations and termination of all commitments to lend under the Credit Agreement, Grantee shall, at Grantor's sole cost and expense, promptly take such actions (including execution of all releases, termination statements and similar instruments) as may be necessary or proper to terminate and release all security interests created hereby.

Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

THE LION BREWERY, INC.
Pennsylvania corporation

By: 
Name: Ronald J. Hammond
Title: Chief Executive Officer

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

THE LION BREWERY, INC., a
Pennsylvania corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
POCONO	2,766,802	9/23/2003
BARTELS (stylized with design)	2,956,979	5/31/2005
POCONO RASPBERRY	2,622,526	9/24/2002
coin design	1,353,167	8/06/1985
GIBBONS	0,717,979	7/4/1961
LIEBOTSCHANER	1,322,460	2/26/1985
LIONSHEAD	2,102,446	10/07/1997
LION'S LONG ISLAND ICED TEA	2,832,940	4/13/2004
BARTELS (stylized with design)	0,141,863	5/3/1921

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.