

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
OLDE PHILADELPHIA BEVERAGE CO., 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: 10

Property Type	Number	Word Mark
Registration Number:	2743985	LIBERTY BELL GINGER ALE
Registration Number:	3042134	CHESTNUT HILL KEY LIME
Registration Number:	2717990	GERMANTOWN GRAPE
Registration Number:	2717989	RITTENHOUSE SQUARE CREAM
Registration Number:	2717988	SOUTH PHILLY ORANGE CREAM
Registration Number:	2717987	INDEPENDENCE HALL CHERRY VANILLA
Registration Number:	2717986	BEN FRANKLIN BLACK CHERRY
Registration Number:	2717985	MANAYUNK FRUIT PUNCH
Registration Number:	2717984	BROAD STREET PINEAPPLE
Serial Number:	76314633	WILLIAM PENN ROOT BEER

CORRESPONDENCE DATA

Fax Number: (312)577-8756

900090935

**TRADEMARK
 REEL: 003653 FRAME: 0567**

CH \$265.00 2743985

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8348
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: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2007, is between **OLDE PHILADELPHIA BEVERAGE CO., 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, 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.

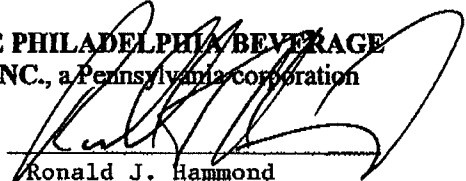
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement; provided, however, 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.

**OLDE PHILADELPHIA BEVERAGE
CO., INC., a 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 -- Olde Philadelphia

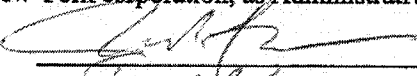
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**OLDE PHILADELPHIA BEVERAGE
CO., INC., a Pennsylvania corporation**

By: _____
Name: _____
Title: _____

Acknowledged:

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

By: 
Name: Joseph P. Golub
Title: Administrative Agent

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Certain trademark assignments that should have occurred in connection with The Lion Brewery Inc.'s purchase of Olde Philadelphia Beverage Co., Inc. ("Olde Philadelphia") did not occur until October 22, 2007 (pursuant to a Trademark Assignment, dated October 22, 2007, from Day's Beverages, Inc. and David P. DiGirolamo in favor of Olde Philadelphia.) The assignments were filed at and received by the U.S. Patent and Trademark Office (the "PTO") on October 22, 2007. Notice of Recordation has not been received yet from the PTO. The following are Olde Philadelphia's trademarks:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LIBERTY BELL GINGER ALE	2743985	6/29/2003
CHESTNUT HILL KEY LIME	3042134	1/10/2006
GERMANTOWN GRAPE	2717990	5/20/2003
RITTENHOUSE SQUARE CREAM	2717989	5/20/2003
SOUTH PHILLY ORANGE CREAM	2717988	5/20/2003
INDEPENDENCE HALL CHERRY VANILLA	2717987	5/20/2003
BEN FRANKLIN BLACK CHERRY	2717986	5/20/2003
MANAYUNK FRUIT PUNCH	2717985	5/20/2003
BROAD STREET PINEAPPLE	2717984	5/20/2003
<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
WILLIAM PENN ROOT BEER	76314633	9/21/2001

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.