

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
Magic Hat IP, LLC		02/01/2009	LIMITED LIABILITY COMPANY: VERMONT

RECEIVING PARTY DATA

Name:	Basso Private Series LLC
Street Address:	1266 East Main Street
Internal Address:	4th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1893727	MAGIC HAT BREWING COMPANY
Registration Number:	2011128	BLIND FAITH
Registration Number:	2024581	#9
Registration Number:	2064074	FEAST OF FOOLS
Registration Number:	2095739	HOCUS POCUS
Registration Number:	2161029	UN NATURAL THIRST
Registration Number:	2168322	JINX
Registration Number:	2188297	MAGIC HAT
Registration Number:	2203013	HEART OF DARKNESS
Registration Number:	2243891	MISS BLISS
Registration Number:	2363282	FAT ANGEL
Registration Number:	2400355	CHAOTIC CHEMISTRY
Registration Number:	2417781	HUMBLE PATIENCE

TRADEMARK

900127867

REEL: 003941 FRAME: 0676

OP \$840.00 1893727

Registration Number:	2437328	BLACK MAGIC
Registration Number:	2445757	MAGIC HAT
Registration Number:	2515629	MAGIC HAT
Registration Number:	2643722	MAGIC HAT
Registration Number:	2747534	CIRCUS BOY
Registration Number:	2748972	HUMDINGER
Registration Number:	2828522	MOTHER
Registration Number:	2849296	EPIC ELIXIR
Registration Number:	2867943	THUMBSUCKER
Registration Number:	2938301	MOTHER LAGER
Registration Number:	2953264	THE ARTIFACTORY
Registration Number:	3151036	HI.P.A.
Registration Number:	3232689	NIGHT OF THE LIVING DEAD
Registration Number:	3473425	ODD NOTION
Registration Number:	3548396	A PERFORMANCE IN EVERY BOTTLE
Serial Number:	77311119	LUCKY KAT
Serial Number:	77534097	BEER KITTY, KITTY!
Serial Number:	77616627	HOWL
Serial Number:	77616641	WACKO
Serial Number:	77645700	SIP CODE LOCATOR

CORRESPONDENCE DATA

Fax Number: (206)340-9599
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2066248300
 Email: ip@grahamdunn.com
 Correspondent Name: Kathleen T. Petrich
 Address Line 1: 2801 Alaskan Way
 Address Line 2: Suite 300
 Address Line 4: Seattle, WASHINGTON 98121

ATTORNEY DOCKET NUMBER:	M35090 MH SEC AGR
NAME OF SUBMITTER:	Kathleen T. Petrich
Signature:	/Kathleen T. Petrich/
Date:	02/24/2009

Total Attachments: 5

TRADEMARK
REEL: 003941 FRAME: 0677

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Agreement"), effective as of the 1st day of February, 2009, is between MAGIC HAT IP, LLC, a Vermont limited liability company ("GRANTOR"), and BASSO PRIVATE SERIES LLC, a Delaware limited liability company, on behalf of BASSO SERIES 3 (MHB) (the "SECURED PARTY").

WITNESSETH:

WHEREAS, Independent Brewers United Corporation (formerly Pyramid Breweries, Inc. and as successor by merger to Magic Hat Brewing Company and Performing Arts Center, Inc., "IBUC") and SECURED PARTY have entered into that certain Security Agreement dated as of August 4, 2008 (the "Prior Security Agreement");

WHEREAS, IBUC has transferred the Trademark Collateral (as defined below) to Grantor pursuant to an Assignment of Intellectual Property Rights by and between Grantor and IBUC dated as of February 1, 2009 (the "Assignment");

WHEREAS, in connection with the Assignment, GRANTOR and SECURED PARTY have entered into that certain Security Agreement dated as of February 1, 2009 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement and not otherwise defined herein, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement and in confirmation of the Prior Security Agreement, GRANTOR pledged, hypothecated, assigned, transferred, delivered and granted to SECURED PARTY, a security interest in certain property of GRANTOR including, without limitation, all intangible property now owned or hereafter acquired by GRANTOR including, without limitation, all trademarks, trademark applications, registrations, goodwill and security interests and all proceeds, products, replacements and renewals thereof, as security for the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in confirmation of the rights and obligations as set forth in the Prior Security Agreement, GRANTOR hereby pledges, hypothecates, assigns, transfers, delivers and grants to SECURED PARTY a 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 now owned or hereafter acquired, and such grant insofar as it applies to property covered by the Security Agreement and the Prior Security Agreement, is in confirmation of the security interest granted under the Security Agreement and the Prior Security Agreement: (1) each trademark, trademark application and trademark registration, including, without limitation, those set forth on Schedule I attached hereto, together with any reissues, renewals, divisions, modifications, substitutions or extensions thereof, and all the goodwill symbolized thereby; and (2) all proceeds, products, and replacements thereof.

The security interest contained in this Agreement is granted in conjunction with the security interests granted to SECURED PARTY pursuant to the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Security Agreement. GRANTOR hereby acknowledges and affirms that the rights and remedies of SECURED PARTY with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Prior Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

The SECURED PARTY does hereby certify that the security interest it holds in the Trademark Collateral, pursuant to the Prior Security Agreement, which was recorded with the United States Patent and Trademark Office on August 7, 2008 at Reel 3831, Frame 0387 (the "Junior Trademark Security Agreement"), is junior and subordinate to the security interest of the Senior Lender in the Trademarks pursuant to that certain Trademark Security Agreement dated on or about February 26, 2009 by and between the Grantor and BROTHERS HARRIMAN & CO.

IN WITNESS WHEREOF, GRANTOR has caused this Agreement to be executed as of the 1st day of February, 2009.

MAGIC HAT IP, LLC

By: Independent Brewers United, Inc., its
sole member

By:



Name: R. Martin Kelly, President

SCHEDULE I

MAGIC HAT IP, LLC

U.S. Trademark Registrations

	Mark	Reg. No.	Reg. Date
1	MAGIC HAT BREWING COMPANY	1,893,727	May 09, 1995
2	BLIND FAITH	2,011,128	October 22, 1996
3	#9 (Stylized)	2,024,581	December 17, 1996
4	FEAST OF FOOLS	2,064,074	May 20, 1997
5	HOCUS POCUS	2,095,739	September 09, 1997
6	UN NATURAL THIRST	2,161,029	May 26, 1998
7	JINX	2,168,322	June 23, 1998
8	MAGIC HAT	2,188,297	September 08, 1998
9	HEART OF DARKNESS	2,203,013	November 10, 1998
10	MISS BLISS	2,243,891	May 04, 1999
11	FAT ANGEL	2,363,282	June 27, 2000
12	CHAOTIC CHEMISTRY	2,400,355	October 31, 2000
13	HUMBLE PATIENCE	2,417,781	January 02, 2001
14	BLACK MAGIC	2,437,328	March 20, 2001
15	MAGIC HAT	2,445,757	April 24, 2001
16	MAGIC HAT	2,515,629	December 04, 2001

17	MAGIC HAT	2,643,722	October 29, 2002
18	CIRCUS BOY	2,747,534	August 05, 2003
19	HUMDINGER	2,748,972	August 05, 2003
20	MOTHER	2,828,522	March 30, 2004
21	EPIC ELIXIR	2,849,296	June 01, 2004
22	THUMBSUCKER	2,867,943	July 27, 2004
23	MOTHER LAGER	2,938,301	April 05, 2005
24	THE ARTIFACTORY	2,953,264	May 17, 2005
25	H.I.P.A.	3,151,036	October 03, 2006
26	NIGHT OF THE LIVING DEAD	3,232,689	April 24, 2007
27	ODD NOTION	3,473,425	July 22, 2008
28	A PERFORMANCE IN EVERY BOTTLE	3,548,396	December 16, 2008

Pending U.S. Trademark Applications

	Mark	Serial No.	Filing Date
29	LUCKY KAT	77/311,119	October 23, 2007
30	BEER KITTY, KITTY!	77/534,097	July 29, 2008
31	HOWL	77/616,627	November 18, 2008
32	WACKO	77/616,641	November 18, 2008
33	SIP CODE LOCATOR	77/645,700	January 08, 2009

CANADIAN Trademark Registrations

Mark	Reg No.	Reg. Date
MAGIC HAT BREWING COMPANY	TMA490772	March 03, 1998
# 9 (Stylized)	TMA496414	June 18, 1998

CTM (European Community) Trademark Applications

Mark	Serial No.	Filing Date
MAGIC HAT	7,345,234	October 27, 2008
# 9 (Stylized)	7,345,267	October 27, 2008

AUSTRALIAN Trademark Applications

Mark	Serial No.	Filing Date
# 9	1270509	November 04, 2008
MAGIC HAT	1270510	November 04, 2008

Domain Name Registration

Mark	Expires	Registrar
magichat.net	Dec 08, 2009	GoDaddy.com, Inc.