

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Independent Brewers United Corporation</td> <td>FORMERLY Pyramid Breweries, Inc.</td> <td>02/01/2009</td> <td>CORPORATION: WASHINGTON</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Independent Brewers United Corporation	FORMERLY Pyramid Breweries, Inc.	02/01/2009	CORPORATION: WASHINGTON																																						
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Independent Brewers United Corporation	FORMERLY Pyramid Breweries, Inc.	02/01/2009	CORPORATION: WASHINGTON																																											
RECEIVING PARTY DATA																																														
Name:	Magic Hat IP, LLC																																													
Street Address:	5 Bartlett Bay Road																																													
City:	South Burlington																																													
State/Country:	VERMONT																																													
Postal Code:	05402																																													
Entity Type:	LIMITED LIABILITY COMPANY: VERMONT																																													
PROPERTY NUMBERS Total: 33																																														
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TRADEMARK
 REEL: 003941 FRAME: 0766

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 98134

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

Total Attachments: 7
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

1. Independent Brewers United Corporation ("Assignor"), a Washington corporation with its principal place of business at 91 S Royal Brougham Way, Seattle, Washington 98134, has adopted, has rights in, and has used in commerce (or, in the case of pending intent-to-use applications, has a bona fide intent to use in commerce), the marks (the "Marks") that are the subject of this assignment, and is the owner of all right, title, and interest therein, including the trademark registrations and pending applications (the "Registrations and Applications") set forth in Exhibit 1 and incorporated herein by reference.
2. Assignor is also the owner of all right, title, and interest in all copyright-protected materials, trade secrets, know-how, unregistered copyrights, and common law trademarks (generally, the "Intellectual Property") owned by the company formerly known as Magic Hat Brewing Company & Performing Arts Center, Inc. (the "Prior Company") and used in connection with the Prior Company's production, marketing, and sale of malt beverage products, and with any and all other goods produced or services rendered by the Prior Company ("the Goods and Services").
3. Magic Hat IP, LLC ("Assignee"), a Vermont limited liability company with its principal place of business at 5 Bartlett Bay Road, South Burlington, Vermont 05402-0006, is desirous of acquiring said Intellectual Property, Marks, Registrations and Applications, and the goodwill associated therewith.
4. Assignor and Assignee are both wholly-owned subsidiaries of Independent Brewers United, Inc., a Delaware corporation.
5. Subject to the security interests granted pursuant to (i) that certain Security Agreement dated as of August 4, 2008, by and between IBUC as Grantor and Basso Private Series, LLC, a Delaware limited liability company, on behalf of Basso Series 3 (MHB) ("Basso") as Secured Party, securing all property and assets of IBUC identified therein, (ii) that certain Security Agreement dated as of August 4, 2008, by and between IBUC as Grantor and Basso as Secured Party, securing trademark collateral of IBUC identified therein, (iii) that certain Security

Agreement dated as of February 1, 2009, by and between Assignee as Grantor and Basso as Secured Party, securing all property and assets of Assignee identified therein, (iv) that certain Security Agreement dated as of February 1, 2009, by and between Assignee as Grantor and Basso as Secured Party, securing trademark collateral of Assignee identified therein, Assignor represents and warrants to Assignee that Assignor is the true owner of all right, title, and interest in the Marks, Registrations and Applications, and the Intellectual Property, and the goodwill associated therewith, that no third party has any interest in or claim to the Marks, Registrations and Applications, Intellectual Property, or goodwill associated therewith, and that Assignor has the authority to transfer said Marks, Registrations and Applications, Intellectual Property, and goodwill to Assignee.

6. For good and fair consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest in and to the Marks, Registrations and Applications, and the Intellectual Property, together with all of the goodwill appurtenant thereto.

7. Assignee hereby grants to Assignor a worldwide, nonexclusive, royalty-free license-back to use the Marks and Intellectual Property in connection with the Assignor's Goods and Services.

8. Assignor agrees that any goodwill or common law rights in said Marks and Intellectual Property, which may become vested in the Assignor by reason of its use of said Marks and Intellectual Property, shall accrue solely to the Assignee; and that all of Assignor's use of the Marks and Intellectual Property shall inure to Assignee's sole benefit.

9. Assignor shall maintain such quality standards as Assignee shall prescribe with respect to the use of the Marks for the Goods and Services. Assignee shall have the right to inspect Assignor's Goods and Services that incorporate the Marks to ensure compliance with such quality standards.

10. Assignor agrees to use the Marks and Intellectual Property only in forms and formats prescribed and approved by Assignee, and agrees not to materially alter the Marks or Intellectual Property without prior authorization from Assignee.

11. Assignor agrees to exercise the right to sue and recover damages from infringing party or parties on behalf of Assignee at Assignee's request in the event said Marks and Intellectual Property are infringed.

[Signature Page to Follow]

EFFECTIVE as of February 1, 2009.

Signed for and on behalf of Assignee

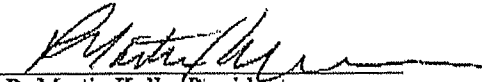
MAGIC HAT IP, LLC
By: **INDEPENDENT BREWERS**
UNITED, INC., its sole member

By: 
R. Martin Kelly, President

Dated: _____

Signed for and on behalf of Assignor

INDEPENDENT BREWERS UNITED
CORPORATION

By: 
R. Martin Kelly, President

Dated: _____

EXHIBIT 1**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.