

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
Pyramid IP, LLC		02/01/2009	LIMITED LIABILITY COMPANY: WASHINGTON

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: 24

Property Type	Number	Word Mark
Registration Number:	1648285	WHEATEN ALE
Registration Number:	1829548	PYRAMID
Registration Number:	1903971	WEIZEN BERRY
Registration Number:	2116443	
Registration Number:	2132594	
Registration Number:	2240148	PYRAMID BREWERIES
Registration Number:	2282425	PYRAMID ALEHOUSE
Registration Number:	2292854	SNOW CAP ALE
Registration Number:	2610403	PYRAMID BROKEN RAKE AMBER ALE
Registration Number:	2669923	CHOICE IS GOOD
Registration Number:	2787580	PYRAMID CURVE BALL
Registration Number:	2810715	EVERY BATCH BREWED FROM SCRATCH
Registration Number:	2816745	PYRAMID ALES & LAGERS

TRADEMARK

900127864

REEL: 003941 FRAME: 0812

OP \$615.00 1648285

Registration Number:	3175223	REFRESHINGLY UNFILTERED
Registration Number:	3210604	WEIZENFEST
Registration Number:	3442350	OKTOBER WEIZEN
Registration Number:	3508609	BROKEN RAKE
Serial Number:	77597423	ROLICK
Serial Number:	77635913	HAYWIRE
Serial Number:	77641246	PYRAMID BREWERIES
Serial Number:	77641514	AUDACIOUS
Serial Number:	77643796	DAMN GOOD BEER
Serial Number:	77643809	BOLD & ORIGINAL
Serial Number:	77662558	CURVE BALL

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 PYR SEC AGR
NAME OF SUBMITTER:	Kathleen T. Petrich
Signature:	/Kathleen T. Petrich/
Date:	02/24/2009

Total Attachments: 7

source=PYR SA#page1.tif

source=PYR SA#page2.tif

source=PYR SA#page3.tif

source=PYR SA#page4.tif

source=PYR SA#page5.tif

source=PYR SA#page6.tif

source=PYR SA#page7.tif

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 PYRAMID IP, LLC, a Washington 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.) ("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 0399 (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.

PYRAMID IP, LLC

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

By: 
Name: R. Martin Kelly, President

SCHEDULE I**PYRAMID IP, LLC****U.S. Trademark Registrations**

#	Mark	Reg. No.	Reg. Date
1	WHEATEN ALE	1,648,285	June 18, 1991
2	PYRAMID	1,829,548	April 5, 1994
3	WEIZEN BERRY	1,903,971	July 4, 1995
4	DESIGN (Two Pyramids)	2,116,443	November 25, 1997
5	DESIGN (Two Pyramids)	2,132,594	January 27, 1998
6	PYRAMID BREWERIES	2,240,148	April 20, 1999
7	PYRAMID ALEHOUSE AND DESIGN	2,282,425	October 5, 1999
8	SNOW CAP ALE	2,292,854	November 16, 1999
9	PYRAMID BROKEN RAKE AMBER ALE	2,610,403	August 20, 2002
10	CHOICE IS GOOD	2,669,923	December 31, 2002
11	PYRAMID CURVE BALL	2,787,580	November 25, 2003
12	EVERY BATCH BREWED FROM SCRATCH	2,810,715	February 3, 2004
13	PYRAMID ALES & LAGERS AND DESIGN	2,816,745	February 24, 2004
14	REFRESHINGLY UNFILTERED	3,175,223	November 21, 2006
15	WEIZENFEST	3,210,604	February 20, 2007

#	Mark	Reg. No.	Reg. Date
16	OKTOBER WEIZEN	3,442,350	June 3, 2008
17	BROKEN RAKE	3,508,609	September 30, 2008

Pending U.S. Trademark Applications

	Mark	Serial No.	Filing Date
18	ROLICK	77/597,423	October 21, 2008
19	HAYWIRE	77/635,913	December 18, 2008
20	PYRAMID BREWERIES AND DESIGN	77/641,246	December 30, 2008
21	AUDACIOUS	77/641,514	December 30, 2008
22	DAMN GOOD BEER	77/643,796	January 6, 2009
23	BOLD & ORIGINAL	77/643,809	January 6, 2009
24	CURVE BALL	77/662,558	February 3, 2009

COLORADO State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
WHEAT BERRY BREW	1,107,074 – 1995	August 21, 1995

OREGON State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
WHEATEN ALE	T23194	March 08, 1989

WASHINGTON State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
WHEATEN ALE	18720	March 02, 1989

CANADIAN Trademark Registrations

Mark (Class)	Registration No.	Registration Date
PYRAMID	TMA451,129	December 01, 1995
PYRAMID AND DESIGN	TMA472,346	March 11, 1997