

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		02/27/2009	LIMITED LIABILITY COMPANY: VERMONT

RECEIVING PARTY DATA

Name:	Brown Brothers Harriman & Co.
Street Address:	40 Water Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

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
Registration Number:	2437328	BLACK MAGIC

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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: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	43717-11
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	03/03/2009

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT (MAGIC HAT IP, LLC)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 27, 2009, is by and between MAGIC HAT IP, LLC, a Vermont limited liability company (the "Grantor") and BROWN BROTHERS HARRIMAN & CO. (the "Lender").

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Guarantee and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement") pursuant to which the Grantor granted to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all UCC Collateral (as defined in the Guarantee and Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of the Obligations (as defined in the Guarantee and Security Agreement);

WHEREAS the parties to the Guarantee and Security Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Guarantee and Security Agreement) shall occur and be continuing, the right to exercise its remedies under the Guarantee and Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Guarantee and Security, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Security Agreement and used herein have the meaning given to them in the Guarantee and Security Agreement.

2. Grant of Security Interest in Trademarks. The Grantor hereby grants to the Lender a security interest in, and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

3. Security for Obligations. This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of the Obligations.

4. Guarantee and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Security Agreement, the terms of the Guarantee and Security Agreement shall control.

5. Recordation. The Grantor hereby authorizes the Commissioner of Patent and Trademarks or any other applicable United States government officer record this Agreement.

6. Miscellaneous. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page Follows]

[Signature Page to Trademark Security Agreement (Magic Hat IP, LLC)]


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

GRANTOR:

MAGIC HAT IP, LLC

By: Independent Brewers United, Inc.
its Sole Member

By: _____


Name: R. Martin Kelly
Title: President

BOS 622629

TRADEMARK
REEL: 003945 FRAME: 0117

[Signature Page to Trademark Security Agreement (Magic Hat IP, LLC)]

LENDER:

BROWN BROTHERS HARRIMAN & CO.

By:  _____

Name: J. Edward Hall

Title: Managing Director

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

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

	Mark	Reg. No.	Reg. Date
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

	Mark	Serial No.	Filing Date
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.

EXHIBIT 2

TRADEMARK APPLICATIONS

Country (or State)	Mark	Application No.	Filing Date

BOS 622629.3