

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
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 style="padding: 5px;">MacTarnahan's IP, LLC</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">02/27/2009</td> <td style="padding: 5px;">LIMITED LIABILITY COMPANY: OREGON</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	MacTarnahan's IP, LLC		02/27/2009	LIMITED LIABILITY COMPANY: OREGON																																						
Name	Formerly	Execution Date	Entity Type																																											
MacTarnahan's IP, LLC		02/27/2009	LIMITED LIABILITY COMPANY: OREGON																																											
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: 15																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2141072</td><td style="padding: 5px;">MACTARNAHAN'S</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2183153</td><td style="padding: 5px;">PORTLAND</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2204855</td><td style="padding: 5px;">PORTLAND BREWING</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2276468</td><td style="padding: 5px;">PORTLAND BREWING</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2359725</td><td style="padding: 5px;"></td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2393015</td><td style="padding: 5px;">MAC'S</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2988986</td><td style="padding: 5px;">HONU BEER</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2995206</td><td style="padding: 5px;">HONU</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">3102282</td><td style="padding: 5px;">THUNDERHEAD</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">3200497</td><td style="padding: 5px;">PORTLAND</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">3293017</td><td style="padding: 5px;">OREGON HONEYBEER</td></tr> <tr><td style="padding: 5px;">Serial Number:</td><td style="padding: 5px;">77341136</td><td style="padding: 5px;">SLING SHOT</td></tr> <tr><td style="padding: 5px;">Serial Number:</td><td style="padding: 5px;">77406613</td><td style="padding: 5px;">MACTARNAHAN'S BLACKWATCH</td></tr> <tr><td style="padding: 5px;">Serial Number:</td><td style="padding: 5px;">77639314</td><td style="padding: 5px;">THE PORTLAND BREWERY</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2141072	MACTARNAHAN'S	Registration Number:	2183153	PORTLAND	Registration Number:	2204855	PORTLAND BREWING	Registration Number:	2276468	PORTLAND BREWING	Registration Number:	2359725		Registration Number:	2393015	MAC'S	Registration Number:	2988986	HONU BEER	Registration Number:	2995206	HONU	Registration Number:	3102282	THUNDERHEAD	Registration Number:	3200497	PORTLAND	Registration Number:	3293017	OREGON HONEYBEER	Serial Number:	77341136	SLING SHOT	Serial Number:	77406613	MACTARNAHAN'S BLACKWATCH	Serial Number:	77639314	THE PORTLAND BREWERY	
Property Type	Number	Word Mark																																												
Registration Number:	2141072	MACTARNAHAN'S																																												
Registration Number:	2183153	PORTLAND																																												
Registration Number:	2204855	PORTLAND BREWING																																												
Registration Number:	2276468	PORTLAND BREWING																																												
Registration Number:	2359725																																													
Registration Number:	2393015	MAC'S																																												
Registration Number:	2988986	HONU BEER																																												
Registration Number:	2995206	HONU																																												
Registration Number:	3102282	THUNDERHEAD																																												
Registration Number:	3200497	PORTLAND																																												
Registration Number:	3293017	OREGON HONEYBEER																																												
Serial Number:	77341136	SLING SHOT																																												
Serial Number:	77406613	MACTARNAHAN'S BLACKWATCH																																												
Serial Number:	77639314	THE PORTLAND BREWERY																																												

CH \$390.00 2141072

900128391

TRADEMARK
REEL: 003945 FRAME: 0245

Serial Number:	77643825	GRIFTER
----------------	----------	---------

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: 10

source=MacTarnahans IP#page1.tif

source=MacTarnahans IP#page2.tif

source=MacTarnahans IP#page3.tif

source=MacTarnahans IP#page4.tif

source=MacTarnahans IP#page5.tif

source=MacTarnahans IP#page6.tif

source=MacTarnahans IP#page7.tif

source=MacTarnahans IP#page8.tif

source=MacTarnahans IP#page9.tif

source=MacTarnahans IP#page10.tif

TRADEMARK SECURITY AGREEMENT (MACTARNAHAN'S IP, LLC)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 27, 2009, is by and between MACTARNAHAN'S IP, LLC, an Oregon 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]

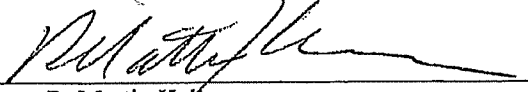
[Signature Page to Trademark Security Agreement (MacTarnahan's IP, LLC)]

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:

MACTARNAHAN'S IP, LLC

By: Independent Brewers United, Inc.
its Sole Member

By: 
Name: R. Martin Kelly
Title: President

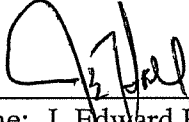
BOS 649349

TRADEMARK
REEL: 003945 FRAME: 0249

[Signature Page to Trademark Security Agreement (MacTarnahan's IP, LLC)]

LENDER:

BROWN BROTHERS HARRIMAN & CO.

By: 
Name: J. Edward Hall
Title: Managing Director

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
MACTARNAHAN'S IP, LLC
U.S. Trademark Registrations

#	Mark	Reg. No.	Reg. Date
1	MACTARNAHAN'S	2,141,072	March 3, 1998
2	PORTLAND	2,183,153	August 18, 1998
3	PORTLAND BREWING	2,204,855	November 24, 1998
4	PORTLAND BREWING AND DESIGN	2,276,468	September 7, 1999
5	DESIGN (Running Waiter)	2,359,725	June 20, 2000
6	MAC'S	2,393,015	October 10, 2000
7	HONU BEER	2,988,986	August 30, 2005
8	HONU	2,995,206	September 13, 2005
9	THUNDERHEAD	3,102,282	June 6, 2006
10	PORTLAND	3,200,497	January 23, 2007

#	Mark	Reg. No.	Reg. Date
11	OREGON HONEYBEER AND DESIGN	3,293,017	September 18, 2007

Pending U.S. Trademark Applications

	Mark	Serial No.	Filing Date
12	SLING SHOT	77/341,136	November 30, 2007
13	MACTARNAHAN'S BLACKWATCH	77/406,613	February 26, 2008
14	THE PORTLAND BREWERY	77/639,314	December 23, 2008
15	GRIFTER	77/643,825	January 6, 2009

CALIFORNIA State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
MACTARNAHAN'S	100,104	May 17, 1995
MACTARNAHAN'S BLACK WATCH	108,042	March 27, 2002

COLORADO State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
ICICLE CREEK WINTER ALE	1,046,273 - 1995	April 11, 1995
OREGON HONEY BEER	1,046,274 - 1995	April 11, 1995
MACTARNAHAN'S	1,046,276 - 1995	April 11, 1995

IDAHO State Trademark Registration

Mark (Class)	Registration No.	Registration Date
MACTARNAHAN'S BLACKWATCH	17,147	February 25, 2002

OREGON State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
NOR'WESTER	T27906	February 23, 1994
PORTLAND ALE	T29184	March 22, 1995
MACTARNAHAN'S BLACK WATCH	T35675	February 14, 2002

WASHINGTON State Trademark Registrations

Mark (Class)	Registration No.	Registration Date
MACTARNAHAN'S BLACKWATCH	52426	February 25, 2008

CANADIAN Trademark Registrations

Mark (Class)	Registration No.	Registration Date
MAC's	TMA600,994	January 30, 2004
MACTARNAHAN'S HIGHLANDER	TMA601,034	January 30, 2004
THE MACTARNAHAN	TMA601,062	February 2, 2004
MACTARNAHAN'S	TMA601,089	February 2, 2004