

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
Orlio Organic Beer Company		02/27/2009	CORPORATION: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	3547428	ORLIO ORGANIC BEER COMPANY	
Registration Number:	3458871	ORLIO ORGANIC	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/		

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REEL: 003946 FRAME: 0748

Date:

03/05/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (ORLIO ORGANIC BEER COMPANY)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 27, 2009, is by and between ORLIO ORGANIC BEER COMPANY, a Vermont corporation (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.

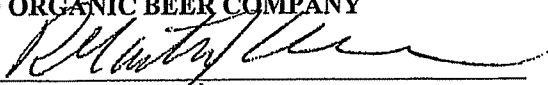
[Signature Page Follows]

[Signature Page to Trademark Security Agreement (Orlio Organic Beer Company)]

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:

ORLIO ORGANIC BEER COMPANY

By: 

Name: R. Martin Kelly

Title: Secretary


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[Signature Page to Trademark Security Agreement (Orlio Organic Beer Company)]

LENDER:

BROWN BROTHERS HARRIMAN & CO.

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

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

Mark	Registration No.	Registration Date
Orlio Organic Beer Company	3547428	12/16/2008
Orlio Organic	3458871	07/01/2008

U.S. Trademark Applications

Mark	Serial No.	Application Date
None		