

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
Shipyards Brewing Company Limited Liability Company		07/28/2009	LIMITED LIABILITY COMPANY: MAINE

RECEIVING PARTY DATA

Name:	Gorham Savings Bank
Street Address:	10 Wentworth Drive
City:	Gorham
State/Country:	MAINE
Postal Code:	04038
Entity Type:	state financial institution: MAINE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3011373	BATTLEGROUNDALE
Registration Number:	3176806	CAPT'N ELI'S
Registration Number:	2928980	CAPT'N ELI'S ROOT BEER
Registration Number:	3013074	CAPT'N ELI'S ROOT BEER
Registration Number:	2204124	CHAMBERLAIN PALE ALE
Registration Number:	3400386	EXCELLENCE IN BREWING
Registration Number:	3255116	LONGFELLOW WINTER ALE
Registration Number:	3250864	PRELUDE SPECIAL ALE
Registration Number:	2803154	PUMPKINHEAD ALE
Registration Number:	3390836	SHIPWEAR
Registration Number:	3114205	SHIPYARD
Registration Number:	3250867	SHIPYARD BREW HAUS
Registration Number:	3289749	SHIPYARD BREW PUB
Registration Number:	2189606	SHIPYARD BREWING COMPANY

OP \$590.00 3011373

900145583

**TRADEMARK
 REEL: 004080 FRAME: 0571**

Registration Number:	1855906	SHIPYARD EXPORT ALE
Registration Number:	1904568	THE SHIPYARD BLUE FIN STOUT
Registration Number:	2406516	THE SHIPYARD BREWING COMPANY
Registration Number:	1893448	"THE SHIPYARD BREWPORT"
Registration Number:	2228388	THE SHIPYARD FUGGLES IPA
Registration Number:	2015253	THE SHIPYARD
Registration Number:	2162461	THE SHIPYARD LONGFELLOW WINTER ALE
Registration Number:	2249241	THE SHIPYARD PRELUDE HOLIDAY ALE
Registration Number:	3176812	TREMONT

CORRESPONDENCE DATA

Fax Number: (207)772-3627
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 207 772-1941
Email: dnathanson@dwmlaw.com
Correspondent Name: Daina J. Nathanson
Address Line 1: 84 Marginal Way, Suite 600
Address Line 4: Portland, MAINE 04101-2480

NAME OF SUBMITTER:	Daina J. Nathanson
Signature:	/Daina J. Nathanson/
Date:	10/19/2009

Total Attachments: 11
source=Intellectual Property Security Agreement (2)#page1.tif
source=Intellectual Property Security Agreement (2)#page2.tif
source=Intellectual Property Security Agreement (2)#page3.tif
source=Intellectual Property Security Agreement (2)#page4.tif
source=Intellectual Property Security Agreement (2)#page5.tif
source=Intellectual Property Security Agreement (2)#page6.tif
source=Intellectual Property Security Agreement (2)#page7.tif
source=Intellectual Property Security Agreement (2)#page8.tif
source=Intellectual Property Security Agreement (2)#page9.tif
source=Intellectual Property Security Agreement (2)#page10.tif
source=Intellectual Property Security Agreement (2)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July ~~28~~, 2009, by and between SHIPYARD BREWING COMPANY LIMITED LIABILITY COMPANY, a Maine limited liability company with a mailing address of 86 Newbury Street, Portland, Maine 04101 (the "Grantor"), and GORHAM SAVINGS BANK, a Maine financial institution with a mailing address of 10 Wentworth Drive, Gorham, Maine 04038 (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of even date herewith (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and between the Grantor (as "Borrower" thereunder) and the Lender, pursuant to which the Lender has agreed to make loans and advances and provide other financial accommodations to the Borrower as set forth in the Loan Agreement, and pursuant to which the Borrower has granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement); and

WHEREAS, the obligations of the Lender to make loans and advances and provide other financial accommodations to the Borrower as set forth in the Loan Agreement are each conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof, pursuant to which the Grantor confirms its grant to the Lender of a security interest in and to the IP Collateral (as defined herein), in order to secure the Obligations.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1. Definitions. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall mean all of the Grantor's now owned and hereafter arising or acquired copyrights, works which are the subject matter of copyrights, rights in works of authorship, copyright applications, copyright registrations, trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing

as may be filed in the Copyright Office, the PTO (as defined herein) or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country or jurisdiction, together with all rights and privileges arising under applicable law with respect to the Grantor's use of any of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Intellectual Property.
- (b) All extensions, renewals, continuations, continuations-in-part, and derivatives of the Intellectual Property.
- (c) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (d) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any and all Intellectual Property, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (e) All rights to sue for past, present and future infringements or dilutions of any of the Intellectual Property.
- (f) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this SECTION 3, the Grantor shall undertake the following with respect to the Intellectual Property:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all

other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantor's sole cost, expense and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantor's sole cost, expense and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred, the Grantor shall have no obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4. Grantors' Representations and Warranties. The Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States copyright registrations, copyright applications and copyright licenses owned by the Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States federal trademark and service mark registrations, trademark and service mark applications, and trademark licenses owned by the Grantor as of the date hereof.

(c) Except as set forth in **EXHIBITS A and B**, none of the Grantor's copyrights or trademarks or any registrations or applications with respect thereto is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

(d) All IP Collateral is, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any Person.

(e) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual

Property, nor does the Grantor know of any valid basis for any such claim. To the knowledge of the Grantor, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property.

(f) The Grantor shall give the Lender prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products or services containing the trademarks of others in the ordinary course of the Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iii) The Grantor's entering into any new licenses with respect to the Intellectual Property.

(iv) The Grantor's knowing that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantor of any additional Intellectual Property, the Grantor shall deliver to the Lender an updated **EXHIBIT A and/or B** (as applicable) to this Agreement and hereby authorizes the Lender to file, at the Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Upon the reasonable request of the Lender, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such

acts of such attorney being hereby ratified and confirmed; provided, however, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor first provides the Lender with written notice of the Grantor's institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral and shall be deposited in a Blocked Account in accordance with the terms of the Loan Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Rights Upon Default and Actions to Protect Intellectual Property. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the UCC with respect to the Intellectual Property, in addition to which the Lender may, acting in its own name or in that of the Grantor, act in the Grantor's place and stead and/or in the Lender's own right in connection with the Intellectual Property and may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 8. Lender As Attorney-In-Fact.

(a) The Grantor hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for the Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Lender, to (i) whether or not an Event of Default shall have occurred, supplement and amend from time to time **EXHIBITS A and B** of this Agreement to include any new or additional Intellectual Property of the Grantor, and (ii) following the occurrence and during the continuance of any Event of Default, exercise any of the rights and powers referenced herein and execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 8(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 9. Lender's Rights

(a) Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) Neither this Agreement or the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights (other than as a lienholder) in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 10. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office, where applicable to specific IP Collateral. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

SECTION 11. Further Assurances. At the request of Lender at any time and from time to time, the Grantor shall, at its expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such further acts as may be necessary or proper to evidence, perfect, maintain and enforce the security interests and the priority thereof in the IP Collateral and to otherwise effectuate the provisions or purposes of this Agreement.

SECTION 12. Governing Laws. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in

contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Maine but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Maine.

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

**SHIPYARD BREWING COMPANY
LIMITED LIABILITY COMPANY**

By:


Name:

Title:

LENDER:

GORHAM SAVINGS BANK

By:


Name: DAVID T. AOULTON

Title: VICE PRESIDENT

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Copyright Description	Registration Number, as applicable	Registration Date, as applicable

Copyright Licenses

Copyright Description	Registration Number, as applicable	Registration Date, as applicable	Name and Address of Licensor


EXHIBIT B

SHIPYARD BREWING COMPANY, LLC

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Aruba							
Shipyard Brewing Company, LLC	SHIPYARD	Aruba	070323.19	26470	9 May 2007	32	Registered
Australia							
Shipyard Brewing Company, LLC	SHIPYARD	Australia	862794	862794	1 Aug 2005	32	Registered
Canada							
Shipyard Brewing Company, LLC	THE SHIPYARD BLUE FIN STOUT	Canada	474855	474855	16 Apr 1997		Registered

China							
Shipyards Brewing Company, LLC	SHIPYARD	China	862794	862794	1 Aug 2005	32	Pending
CTM (European Union)							
Current EU Members: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom							
Shipyards Brewing Company, LLC	SHIPYARD	CTM	862794	862794	1 Aug 2005	32	Registered
Hong Kong							
Shipyards Brewing Company, LLC	SHIPYARD	Hong Kong	300794962	300794962	11 Jan 2007	32	Registered
Japan							
Shipyards Brewing Company, LLC	SHIPYARD	Japan	4137640	4137640	17 Apr 1998	32	Registered
Netherlands Antilles							
Shipyards Brewing Company, LLC	SHIPYARD	Netherlands Antilles	862794	862794	1 Aug 2005	32	Pending
Republic of Korea (South)							
Shipyards Brewing Company, LLC	SHIPYARD	Republic of Korea (South)	862794	862794	1 Aug 2005	32	Registered
Singapore							
Shipyards Brewing Company, LLC	SHIPYARD	Singapore	862794	862794	1 Aug 2005	32	Registered
Switzerland							
Shipyards Brewing Company, LLC	SHIPYARD	Switzerland	862794	862794	1 Aug 2005	32	Pending
Taiwan							
Shipyards Brewing Company, LLC	SHIPYARD	Taiwan	96001963	1293274	16 Dec 2007	32	Registered
United Kingdom							
Shipyards Brewing Company, LLC	SHIPYARD	United Kingdom	2063992	2063992	18 Oct 1996	32	Registered
United States of America							
Shipyards Brewing Company, LLC	BATTLEGROUND ALE	United States of America	78482523	3011373	1 Nov 2005	32	Registered

Shipyards Brewing Company, LLC	CAPT'N ELI'S	United States of America	78780453	3176806	28 Nov 2006 32	Registered
Shipyards Brewing Company, LLC	CAPT'N ELI'S ROOT BEER	United States of America	78379124	2928980	1 Mar 2005 32	Registered
Shipyards Brewing Company, LLC		United States of America	78379130	3013074	8 Nov 2005 32	Registered
Shipyards Brewing Company, LLC	CHAMBERLAIN PALE ALE	United States of America	75428252	2204124	17 Nov 1998 32	Registered
Shipyards Brewing Company, LLC	EXCELLENCE IN BREWING	United States of America	78780869	3400386	18 Mar 2008 32	Registered
Shipyards Brewing Company, LLC	LONGFELLOW WINTER ALE	United States of America	78780852	3255116	26 Jun 2007 32	Registered
Shipyards Brewing Company, LLC	PRELUDE SPECIAL ALE	United States of America	78780860	3250864	12 Jun 2007 32	Registered
Shipyards Brewing Company, LLC	PUMPKINHEAD ALE	United States of America	76365581	2803154	6 Jan 2004 32	Registered
Shipyards Brewing Company, LLC	SHIPWEAR	United States of America	77067422	3390836	4 Mar 2008 25	Registered
Shipyards Brewing Company, LLC	SHIPYARD	United States of America	78672715	3114205	11 Jul 2006 32	Registered
Shipyards Brewing Company, LLC	SHIPYARD BREW HAUS	United States of America	78781103	3250867	12 Jun 2007 43	Registered
Shipyards Brewing Company, LLC	SHIPYARD BREW PUB	United States of America	77052923	3289749	11 Sep 2007 43	Registered
Shipyards Brewing Company, LLC	SHIPYARD BREWING COMPANY	United States of America	75007679	2189606	15 Sep 1998 32	Registered

Shipyards Brewing Company, LLC	SHIPYARD EXPORT ALE	United States of America	74385686	1855906	27 Sep 1994	32	Registered
Shipyards Brewing Company, LLC	THE SHIPYARD BLUE FIN STOUT	United States of America	74545754	1904568	11 Jul 1995	32	Registered
Shipyards Brewing Company, LLC	THE SHIPYARD BREWING COMPANY	United States of America	75065550	2406516	21 Nov 2000	25	Registered
Shipyards Brewing Company, LLC	"THE SHIPYARD BREWPORT"	United States of America	74513904	1893448	9 May 1995	42	Registered
Shipyards Brewing Company, LLC	THE SHIPYARD FUGGLES IPA	United States of America	75428365	2228388	2 Mar 1999	32	Registered
Shipyards Brewing Company, LLC		United States of America	74734575	2015253	12 Nov 1996	32	Registered
Shipyards Brewing Company, LLC	THE SHIPYARD LONGFELLOW WINTER ALE	United States of America	75050459	2162461	2 Jun 1998	32	Registered
Shipyards Brewing Company, LLC	THE SHIPYARD PRELUDE HOLIDAY ALE	United States of America	75428300	2249241	1 Jun 1999	32	Registered
Shipyards Brewing Company, LLC	TREMONT	United States of America	78780905	3176812	28 Nov 2006	32	Registered
Vietnam							
Shipyards Brewing Company, LLC	SHIPYARD	Vietnam	862794	862794	1 Aug 2005	32	Pending
WIPO							
Shipyards Brewing Company, LLC	SHIPYARD	WIPO	862794	862794	1 Aug 2005	32	Registered

TM Administrator - END OF REPORT

IPPO WebTMS: printed 23 Jul 2009 14:19