

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
Olde Philadelphia Beverage Co., Inc.		11/23/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Plum Street
Internal Address:	Bridgewater Place
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13204
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2717986	BEN FRANKLIN BLACK CHERRY
Registration Number:	2717984	BROAD STREET PINEAPPLE
Registration Number:	3042134	CHESTNUT HILL KEY LIME
Registration Number:	2717990	GERMANTOWN GRAPE
Registration Number:	2717987	INDEPENDENCE HALL CHERRY VANILLA
Registration Number:	2743985	LIBERTY BELL GINGER ALE
Registration Number:	2717985	MANAYUNK FRUIT PUNCH
Registration Number:	2717989	RITTENHOUSE SQUARE CREAM
Registration Number:	2717988	SOUTH PHILLY ORANGE CREAM
Registration Number:	3635644	WILLIAM PENN ROOT BEER

CORRESPONDENCE DATA

Fax Number: (315)218-8748

900148448

**TRADEMARK
 REEL: 004102 FRAME: 0871**

CH \$265.00 2717986

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 315-218-8530
Email: bskpto@bsk.com
Correspondent Name: David L. Nocilly
Address Line 1: One Lincoln Center
Address Line 2: Bond, Schoeneck & King, PLLC
Address Line 4: Syracuse, NEW YORK 13202-1355

ATTORNEY DOCKET NUMBER:	330838
NAME OF SUBMITTER:	David L. Nocilly
Signature:	/david l. nocilly/
Date:	11/24/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, The Lion Brewery, Inc., a Pennsylvania corporation (the "Borrower"), and Olde Philadelphia Beverage Co., Inc., a Pennsylvania corporation ("Olde Philadelphia" and together with the Borrower, the "Grantors"), own the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantors and JPMorgan Chase Bank, N.A. (the "Lender") are parties to the Credit Agreement dated as of November 23, 2009 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrower by Lender; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of November 23, 2009 (as the same may be amended and in effect from time to time, the "Security Agreement") by Grantors in favor of Lender, Grantors have granted to Lender for its benefit a security interest in substantially all the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantors' Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantors under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Lender a continuing security interest in all of Grantors' 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 presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein; provided, that the security interest granted hereby is not intended to increase the rights of Lender or the obligations of the Grantors beyond the rights and obligations contained in the Security Agreement; provided, further, that upon payment in full and performance of the Obligations and

termination of all commitments to lend under the Credit Agreement, Lender shall, at Grantors' sole cost and expense, promptly take such actions (including execution of all releases, termination statements and similar instruments) as may be necessary or proper to terminate and release all security interests created hereby. Terms defined in the Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the 25th day of November, 2009.

GRANTORS

THE LION BREWERY, INC.

By: [Signature]
Name: Julianne Morley
Title: Vice President

OLDE PHILADELPHIA BEVERAGE CO., INC.

By: [Signature]
Name: Julianne Morley
Title: Vice President

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: _____

Its: _____

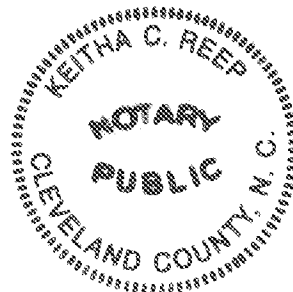
NORTH CAROLINA
MECKLENBURG COUNTY

I, Keitha Reep, Notary Public for Cleveland County, North Carolina, certify that Julianne Morley personally came before me this day and acknowledged that he (or she) is Vice President of The Lion Brewery, Inc., a corporation, and that he (or she), as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 19th day of November, 2009

[Signature: Keitha C. Reep]

My commission expires: April 1, 2012



IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the _____ day of November, 2009.

GRANTORS

THE LION BREWERY, INC.

By: _____
Name: _____
Title: _____

**OLDE PHILADELPHIA BEVERAGE CO.,
INC.**

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: Jean Lamardo
Name: Jean M. Lamardo
Its: Vice President

NORTH CAROLINA
MECKLENBURG COUNTY

I, _____, Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of The Lion Brewery, Inc., a corporation, and that he (or she), as _____, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of November, 2009

My commission expires: _____

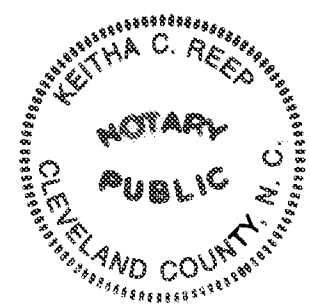
NORTH CAROLINA
MECKLENBURG COUNTY

I, Keitha Reep, Notary Public for Cleveland County, North Carolina, certify that Julianne Marley personally came before me this day and acknowledged that he (or she) is Vice President of Olde Philadelphia Beverage Co, Inc., a corporation, and that he (or she), as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 19th day of November, 2009

Keitha C. Reep

My commission expires: April 1, 2012



STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of November in the year 2009 before me, the undersigned, personally appeared Jean Lamardo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

.....
Notary Public

[SEAL]

My commission expires:

NORTH CAROLINA
MECKLENBURG COUNTY

I, _____, Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of Olde Philadelphia Beverage Co, Inc., a corporation, and that he (or she), as _____, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of November, 2009

My commission expires: _____

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 20th day of November in the year 2009 before me, the undersigned, personally appeared Jean Lamardo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL] DANIELLE M. McCANN
Notary Public, State of New York
Qual. in Onondaga Co. No. 02MC6072881
Commission Expires April 15, 2011

Danielle M. McCann
Notary Public

My commission expires: April 15, 2011

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
The Lion Brewery, Inc.	BARTELS	05/03/1921	141,863
The Lion Brewery, Inc.	BARTELS	05/31/2005	2,956,979
The Lion Brewery, Inc.	GIBBONS	07/04/1961	717,979
The Lion Brewery, Inc.	Coin Design	08/06/1985	1,353,167
The Lion Brewery, Inc.	LIEBOTSCHANER	02/26/1985	1,322,460
The Lion Brewery, Inc.	LIONSHEAD	10/07/1997	2,102,446
The Lion Brewery, Inc.	LION'S LONG ISLAND ICE TEA	04/13/2004	2,832,940
The Lion Brewery, Inc.	POCONO	09/23/2003	2,766,802
Olde Philadelphia Beverage Co., Inc.	BEN FRANKLIN BLACK CHERRY	05/20/2003	2,717,986
Olde Philadelphia Beverage Co., Inc.	BROAD STREET PINEAPPLE	05/20/2003	2,717,984
Olde Philadelphia Beverage Co., Inc.	CHESTNUT HILL KEY LIME	01/10/2006	3,042,134
Olde Philadelphia Beverage Co., Inc.	GERMANTOWN GRAPE	05/20/2003	2,717,990
Olde Philadelphia Beverage Co., Inc.	INDEPENDENCE HALL CHERRY VANILLA	05/20/2003	2,717,987
Olde Philadelphia Beverage Co., Inc.	LIBERTY BELL GINGER ALE	07/29/2003	2,743,985
Olde Philadelphia Beverage Co., Inc.	MANAYUNK FRUIT PUNCH	05/20/2003	2,717,985
Olde Philadelphia Beverage Co., Inc.	RITTENHOUSE SQUARE CREAM ALE	05/20/2003	2,717,989
Olde Philadelphia Beverage Co., Inc.	SOUTH PHILLY ORANGE CREAM	05/20/2003	2,717,988
Olde Philadelphia Beverage Co., Inc.	WILLIAM PENN ROOT BEER	06/09/2009	3,635,644

TRADEMARK APPLICATIONS

<u>Registered Trademark Number</u>	<u>Trademark</u>
	None

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