

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Independent Brewers United Corporation		02/22/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Pyramid IP, LLC		
Street Address:	91 S. Royal Brougham Way		
City:	Washington		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77682464	LIFE IS WHAT YOU POUR INTO IT	
CORRESPONDENCE DATA			
Fax Number:	(802)658-0789		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8026587830		
Email:	smerritt@merritt-merritt.com		
Correspondent Name:	Sharon J. Merritt		
Address Line 1:	PO Box 5839		
Address Line 4:	Burlington, VERMONT 05402		
NAME OF SUBMITTER:	Sharon J. Merritt		
Signature:	/Sharon J. Merritt/		
Date:	03/03/2010		
Total Attachments: 4			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of February 22, 2010, is entered into by and between INDEPENDENT BREWERS UNITED CORPORATION, a Washington corporation with its head offices located at 91 S. Royal Brougham Way, Seattle, Washington 98134 ("Assignor"), and PYRAMID IP, LLC, a Washington limited liability company, with its head office located at 91 S. Royal Brougham Way, Seattle, Washington 98134 ("Assignee").

### WITNESSETH:

WHEREAS, Assignee has acquired all right, title and interest in and to all registered trademarks and pending applications owned by the Assignor throughout the world as identified in the attached Schedule A (collectively referred to as the "Trademarks"), and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, the parties hereto wish to record such acquisition in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Trademarks listed in the attached Schedule A, the goodwill represented by said Trademarks, all proceeds therefrom, all administrative rights relating thereto, including, without limitation the right to prosecute registration applications and oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including, without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder.

3. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the parties' rights and interests in the Trademarks.

5. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Trademark Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith

testimony by affidavit, declaration, deposition, or other means. If, for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Trademarks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Trademarks, to secure recordation or registration of the Trademarks and of this Trademark Assignment, to demand and receive any and all of the Trademarks, to give receipts and releases for and in respect of the Trademarks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action that Assignee deems necessary or desirable to perfect or enforce its rights in the Trademarks. Assignor stipulates and agrees that such appointment is a right coupled with an interest, and that such appointment will survive the incapacity or unavailability of the Assignor at any future time.

*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

ASSIGNOR

INDEPENDENT BREWERS UNITED CORPORATION

[Signature]

Witness

By Susan Dorey  
Susan Dorey, Secretary

STATE OF VERMONT     )  
CHITTENDEN COUNTY    ) SS.

On this 22nd day of February 2010, before me, the undersigned officer, personally appeared Susan Dorey and known personally to me to be a the Secretary of Independent Brewers United Corporation, being authorized so to do, executed the foregoing by her sealed and subscribed, to be her free act and deed and the free act and deed of Independent Brewers United Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Before me,

[Signature]  
Notary Public: Michele Norman  
My Commission Expires: 2/10/11

ACCEPTED:

ASSIGNEE

PYRAMID IP, LLC

by Independent Brewers United, Inc., its Sole Member

By Susan Dorey

Susan Dorey, Secretary

**SCHEDULE A****State level trademarks:**

Trademark	State	Class	Application No. / Registration No.	Application Date / Registration Date
PYRAMID PALE ALE (Stylized)	California	32	85880 85880	11/23/1987 11/23/1987
PYRAMID WHEATEN ALE (Stylized)	California	32	85882 85882	11/23/1987 11/23/1987
MACTARNAHAN'S BLACK WATCH	California	32	108042 108042	2/11/2002 3/27/2002
MACTARNAHAN'S	California	32	100104 100104	3/22/1995 5/17/1995
MACTARNAHAN'S	Colorado	32	1046276-1995 1046276-1995	3/22/1995 4/11/1995
ICICLE CREEK WINTER ALE	Colorado	32	1046273-1995 1046273-1995	3/22/1995 4/11/1995
OREGON HONEY BEER	Colorado	32	1046274-1995 1046274-1995	3/22/1995 4/11/1995
WHEATBERRY BREW	Colorado	32	1107074-1995 1107074-1995	8/21/1995 8/28/1995
MACTARNAHAN'S BLACK WATCH	Idaho	32	17147 17147	2/11/2002 2/25/2002
PORTLAND ALE	Oregon	132	T29184 T29184	3/7/1995 3/22/1995
MACTARNAHAN'S BLACK WATCH	Oregon	132	T35675 T35675	2/11/2002 2/14/2002

**Federal trademarks:**

Trademark	Country	Class	Application No. / Registration No.	Application Date / Registration Date
LIFE IS WHAT YOU POUR INTO IT	United States	32	77682464	3/3/2009