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TO:ERICK J. PALMER COMPANY:P. O. BOX 2828

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/06/2010
900168814

| | | | |
|--|---|--------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carolina Beer & Beverage, LLC | | 08/08/2010 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Administrative Agent | | |
| Street Address: | 115 S. LaSalle Street, 19W | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank - National Association: Canada | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2193033 | CAROLINA BLONDE | |
| Registration Number: | 2598165 | CHARLESTON ALES | |
| Registration Number: | 2116605 | COTTONWOOD | |
| Registration Number: | 3723066 | RED, WHEAT, & BLUE | |
| Serial Number: | 77541698 | COTTONWOOD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)708-9000 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 3127018352 | | |
| Email: | zbeal@mayerbrown.com, lpdocket@mayerbrown.com, ejpalmer@mayerbrown.com | | |
| Correspondent Name: | Erick J. Palmer | | |
| Address Line 1: | P. O. Box 2828 | | |
| Address Line 4: | Chicago, ILLINOIS 606902828 | | |

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| ATTORNEY DOCKET NUMBER: | 10090013 EJP |
| NAME OF SUBMITTER: | Erick J. Palmer |
| Signature: | /ejp/ |
| Date: | 08/06/2010 |
| Total Attachments: 7 source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page1.tif source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page2.tif source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page3.tif source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page4.tif source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page5.tif source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page6.tif source=CAROLINA BEER & BEVERAGE LLC Security Interest (trademarks)#page7.tif | |

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| Street Address: | 115 S. LaSalle Street, 19W | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank - National Association: | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2193033 | CAROLINA BLONDE | |
| Registration Number: | 2598165 | CHARLESTON ALES | |
| Registration Number: | 2118605 | COTTONWOOD | |
| Registration Number: | 3723066 | RED, WHEAT, & BLUE | |
| Serial Number: | 77541698 | COTTONWOOD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)708-8000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
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| Email: | zbeal@mayerbrown.com, jpdocket@mayerbrown.com, ejpalmer@mayerbrown.com | | |
| Correspondent Name: | Erick J. Palmer | | |
| Address Line 1: | P. O. Box 2828 | | |
| Address Line 4: | Chicago, ILLINOIS 606902828 | | |

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TO:ERICK J. PALMER COMPANY:P. O. BOX 2828

EXECUTION VERSION

**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

August 6, 2010

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Carolina Beer & Beverage, LLC, a North Carolina limited liability company (the "**Grantor**") with principal offices at 110 Barley Park Lane, Mooresville, North Carolina 28115, hereby grants Bank of Montreal, as Administrative Agent, with principal offices at 115 S. LaSalle Street, 19W, Chicago, Illinois 60603 (the "**Administrative Agent**"), pursuant to the Security Agreement (defined below), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) the United States trademarks and registrations and applications therefor set forth on Schedule A attached hereto (the "**Trademarks**"); provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law;

(b) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark.

THIS SECURITY INTEREST (this "**Agreement**") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, certain Hedging Agreements and certain Cash Management Arrangements, as such terms are defined in the Security Agreement among the Grantor, each affiliate of the Grantor that is party thereto from time to time and the Administrative Agent, dated as of August 6, 2010 (the "**Security Agreement**").

Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

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The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record the grant of security interest made pursuant to this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent for the benefit of the Lender Parties under and as defined in the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS GRANT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (INCLUDING STATUTE OF LIMITATIONS) OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF).

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CAROLINA BEER & BEVERAGE, LLC, Grantor

By: 
Name: J. Michael Smith
Title: CEO

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CBB U.S. TMs Security Interest Filing

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BANK OF MONTREAL, as Administrative Agent

By: Betzaida Erdelyi
Name: **BETZAIDA ERDELYI**
Title: **MANAGING DIRECTOR**

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STATE OF IL)
COUNTY OF Cook) ss.:

On this 4 day of August, 2010, before me personally came Betavide Eddy who, being by me duly sworn, did state as follows: that [s]he is Marketing Director of Bank of Montreal, and that [s]he is authorized to execute the foregoing Security Interest on behalf of and with the authority of said Person.

Jessica A. Marzinni
Notary Public



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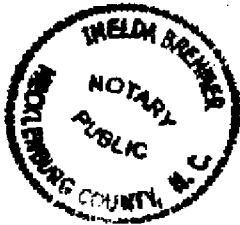
TO: ERICK J. PALMER COMPANY: P. O. BOX 2828

STATE OF North Carolina)
COUNTY OF Mecklenburg) ss.:

On this 4 day of August, 2010 before me personally came J. Michael Smith who, being by me duly sworn, did state as follows: that [s]he is CEO of Carolina Beer & Beverage, LLC, and that [s]he is authorized to execute the foregoing Security Interest on behalf of and with the authority of said Person.

My Commission Expires:
July 19, 2012

[Signature]
Notary Public



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SCHEDULE A

| MARK | REGISTRATION NO. (APPLICATION NO.) | REGISTRATION DATE (APPLICATION DATE) |
|-----------------------|---------------------------------------|---|
| CAROLINA BLONDE | 2193033 | 10/6/1998 |
| CHARLESTON ALES | 2596165 | 7/16/2002 |
| COTTONWOOD | 2116605 | 11/25/1997 |
| RED, WHEAT, & BLUE | 3723066 | 12/8/2009 |
| COTTONWOOD | (77541698) | (8/7/2008) |