### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement recorded at Reel 3946, Frame 0748

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brown Brothers Harriman & Co.		108/11/2010	LIMITED PARTNERSHIP: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Orlio Organic Beer Company
Street Address:	445 St. Paul Street
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14605
Entity Type:	CORPORATION: VERMONT

#### 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: (312)840-7884

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

Phone: (312) 840-7860 Email: CHGOIP@jenner.com Correspondent Name: Mariann R. Murphy Address Line 1: 353 N. Clark Street Address Line 2: Jenner & Block LLP

Address Line 4: Chicago, ILLINOIS 60654-3456

ATTORNEY DOCKET NUMBER:	49067-10085
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/

900169279 **REEL: 004259 FRAME: 0826** 

Date:	08/12/2010
Total Attachments: 4 source=Release 3#page1.tif source=Release 3#page2.tif source=Release 3#page3.tif source=Release 3#page4.tif	

## RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of August 11, 2010 ("Effective Date") by Brown Brothers Harriman & Co. ("Grantee"), in favor of Orlio Organic Beer Company, a Vermont corporation ("Grantor").

WHEREAS, Grantor is party to that certain Trademark Security Agreement dated as of February 27, 2009 (as amended and supplemented, the "<u>Trademark Security Agreement</u>"), by Grantor in favor of Grantee, pursuant to which Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in, to and under the following, whether presently existing or thereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):

- (i) each trademark, trade name, trademark registration, trademark registration application, trade name, and service mark of Grantor including, without limitation, the trademark registrations and trademark registration applications listed on <u>Exhibit A</u> attached hereto, and all rights to use the foregoing (collectively, the "<u>Trademarks</u>");
- (ii) each trademark license to which Grantor is a party (whether as a licensor or licensee) and all of Grantor's rights thereunder (collectively, the "<u>Trademark License</u>");
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (iv) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon;

WHEREAS, on March 5, 2009, Grantee recorded the Trademark Security Agreement with the United States Patent and Trademark Office at Reel 3946, Frame 0748; and

WHEREAS, Grantor has satisfied and discharged all of its outstanding indebtedness and other obligations to Grantee under the Trademark Security Agreement and related documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests that Grantee may have in or to the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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This Release shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be binding upon Grantee's representatives, successors, assigns and transferees.

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IN WITNESS WHEREOF, Grantee has caused this Release of Trademark Security Agreement to be executed by its duly authorized representative as of the Effective Date.

BROWN BROTHERS HARRIMAN & CO.,

s Grantee

Name: J. FOWHRA HALL

Title: 17717NACING DIRECTOR

[Signature Page to Release of Trademark Security Agreement - Orlio Organic Beer Company]

# EXHIBIT A

# U.S. Trademark Registrations

<u>Title</u>	Registration No.	Registration <u>Date</u>
Orlio Organic Beer Company	3547428	12/16/2008
Orlio Organic	3458871	07/01/2008

# Pending U.S. Trademark Applications

<u>Title</u>	Serial No.	Filing <u>Date</u>
None		

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**RECORDED: 08/12/2010**