## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Agreement recorded at Reel 3831, Frame 0399

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Basso Private Series LLC on behalf of Basso Series 3 (MHB)		108/11/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Pyramid IP, LLC as assignee of Independent Brewers United Corporation f/k/a Pyramid Breweries, Inc.
Street Address:	445 St. Paul Street
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14605
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1648285	WHEATEN ALE
Registration Number:	1829548	PYRAMID
Registration Number:	1903971	WEIZEN BERRY
Registration Number:	2116443	
Registration Number:	2132594	
Registration Number:	2240148	PYRAMID BREWERIES
Registration Number:	2282425	PYRAMID ALEHOUSE
Registration Number:	2292854	SNOW CAP
Registration Number:	2610403	PYRAMID BROKEN RAKE AMBER ALE
Registration Number:	2669923	CHOICE IS GOOD
Registration Number:	2787580	PYRAMID CURVE BALL
Registration Number:	2810715	EVERY BATCH BREWED FROM SCRATCH
Registration Number:	2816745	PYRAMID ALES & LAGERS
		TDAREMARK

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Registration Number:	3175223	REFRESHINGLY UNFILTERED
Registration Number:	3210604	WEIZENFEST
Registration Number:	3442350	OKTOBER WEIZEN
Registration Number:	3508609	BROKEN RAKE

## **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/
Date:	08/12/2010

Total Attachments: 3 source=Release 8#page1.tif source=Release 8#page2.tif source=Release 8#page3.tif

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#### RELEASE OF SECURITY AGREEMENT

This RELEASE OF SECURITY AGREEMENT (this "Release") is made as of August 11, 2010 ("Effective Date") by Basso Private Series LLC on behalf of Basso Series 3 (MHB) ("Secured Party"), in favor of Pyramid IP, LLC, a Washington limited liability company, as assignee of Independent Brewers United Corporation, a Washington corporation f/k/a Pyramid Breweries, Inc., a Washington corporation ("Grantor").

WHEREAS, Grantor is party to that certain Security Agreement dated as of August 4, 2008 (as amended and supplemented, the "Security Agreement"), by Grantor in favor of Secured Party, pursuant to which Grantor granted to Secured Party a continuing security interest in and to all of Grantor's right, title and interest in, to and under the following, whether now owned or after acquired (collectively, the "Trademark Collateral"):

- (i) each trademark, trademark application and trademark registration of Grantor including, without limitation, the trademark registrations and trademark registration applications listed on Exhibit A attached hereto, together with any reissues, renewals, divisions, modifications, substitutions or extensions thereof, and all the goodwill symbolized thereby; and
  - (ii) all proceeds, products, and replacements thereof;

WHEREAS, on August 7, 2008, Secured Party recorded the Security Agreement with the United States Patent and Trademark Office at Reel 3831, Frame 0399; and

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

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

Secured Party 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.

This Release shall be governed and construed in accordance with the internal laws of the State of New York and shall be binding upon Secured Party's representatives, successors, assigns and transferees.

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

BASSO PRIVATE SERIES LLC on behalf of Basso Series 3 (MHR), as Secured Party

Ву. Howard \ Fischer

Name: Authorized Signatory Title:

[Signature Page to Release of Security Agreement - Pyramid IP - 2008]

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# EXHIBIT A

# U.S. Trademark Registrations

<u>Title</u>	Registration No.	Registration <u>Date</u>
Wheaten Ale	1,648,285	June 18, 1991
Pyramid	1,829,548	April 5, 1994
Weizen Berry	1,903,971	July 4, 1995
Design (Two Pyramids)	2,116,443	November 25, 1997
Design (Two Pyramids)	2,132,594	January 27, 1998
Pyramid Breweries	2,240,148	April 20, 1999
Pyramid Alehouse and Design	2,282,425	October 5, 1999
Snow Cap Ale	2,292,854	November 16, 1999
Pyramid Broken Rake Amber Ale	2,610,403	August 20, 2002
Choice is Good	2,669,923	December 31, 2002
Pyramid Curve Ball	2,787,580	November 25, 2003
Every Batch Brewed From Scratch	2,810,715	February 3, 2004
Pyramid Ales & Lagers and Design	2,816,745	February 24, 2004
Refreshingly Unfiltered	3,175,223	November 21, 2006
Weizenfest	3,210,604	February 20, 2007
Oktober Weizen	3,442,350	June 3, 2008
Broken Rake	3,508,609	September 30, 2008

# Pending U.S. Trademark Applications

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

**RECORDED: 08/12/2010** 

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