### 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:	MacTarnahan's 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: OREGON

#### PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2141072	MACTARNAHAN'S
Registration Number:	2183153	PORTLAND
Registration Number:	2204855	PORTLAND BREWING
Registration Number:	2276468	PORTLAND BREWING
Registration Number:	2359725	
Registration Number:	2393015	MAC'S
Registration Number:	2988986	HONU BEER
Registration Number:	2995206	HONU
Registration Number:	3102282	THUNDERHEAD
Registration Number:	3200497	PORTLAND
Registration Number:	3293017	OREGON HONEYBEER
Serial Number:	77341136	SLING SHOT
Serial Number:	77406613	MACTARNAHAN'S BLACKWATCH

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**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** 

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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 MacTarnahan's IP, LLC, an Oregon 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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TRADEMARK REEL: 004259 FRAME: 0972 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 SPRIES ILC on behalf of

Basso Series 3 (MHB), as Secured Party

Ву:\_ Name: Howard I. Fischer

Authorized Signatory Title:

[Signature Page to Release of Security Agreement - MacTarnahan's IP - 2008]

**TRADEMARK REEL: 004259 FRAME: 0973** 

# EXHIBIT A

## U.S. Trademark Registrations

<u>Title</u>	Registration No.	Registration <u>Date</u>
Mactarnahan's	2,141,072	March 3, 1998
Portland	2,183,153	August 18, 1998
Portland Brewing	2,204,855	November 24, 1998
Portland Brewing and Design	2,276,468	September 7, 1999
Design (Running Waiter)	2,359,725	June 20, 2000
Mac's	2,393,015	October 10, 2000
Honu Beer	2,988,986	August 30, 2005
Honu	2,995,206	September 13, 2005
Thunderhead	3,102,282	June 6, 2006
Portland	3,200,497	January 23, 2007
Oregon Honeybeer and Design	3,293,017	September 18, 2007

# Pending U.S. Trademark Applications

<u>Title</u>	<u>Serial No.</u>	Filing <u>Date</u>
Sling Shot	77/341,136	November 30, 2007
MacTarnahan's Blackwatch	77/406,613	February 26, 2008

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**RECORDED: 08/12/2010**