

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Anchor Brewing Company, LLC		08/04/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Wine is Fine, Inc.		08/04/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Union Bank, N.A.
Street Address:	350 California Street
Internal Address:	10th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	77822721	ANCHOR SUMMER BEER
Registration Number:	1559186	ANCHOR
Registration Number:	1453427	ANCHOR
Registration Number:	3806040	ANCHOR BOCK
Registration Number:	1982777	ANCHOR DISTILLING
Registration Number:	3809709	ANCHOR SMALL
Registration Number:	1273803	
Registration Number:	3341555	HOTALING
Registration Number:	1328838	LIBERTY ALE
Registration Number:	1958921	OLD FOGHORN
Registration Number:	2082108	OLD POTRERO
Registration Number:	3809888	OLD POTRERO

CH \$540.00 77822721

Registration Number:	1206783	STEAM BEER
Registration Number:	3183090	HIRSCH
Registration Number:	3048899	PREISS IMPORTS
Registration Number:	3087187	PREISS IMPORTS
Registration Number:	2215627	HIRSCH
Registration Number:	2219013	HIRSCH SELECTION
Registration Number:	2212014	A. H. HIRSCH
Registration Number:	2219014	HIRSCH SELECTION
Registration Number:	1832376	TOUCANO

**CORRESPONDENCE DATA**

Fax Number: (415)434-3947  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-434-9100  
Email: mkahn@sheppardmullin.com  
Correspondent Name: Michelle D. Kahn  
Address Line 1: Four Embarcadero Center  
Address Line 2: 17th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0A22-155879
NAME OF SUBMITTER:	Michelle D. Kahn
Signature:	/MDK/
Date:	11/22/2010

**Total Attachments: 14**  
source=Security Agreement (IP) - EXECUTED (Anchor)#page1.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page2.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page3.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page4.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page5.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page6.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page7.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page8.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page9.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page10.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page11.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page12.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page13.tif  
source=Security Agreement (IP) - EXECUTED (Anchor)#page14.tif

## SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

This SECURITY AGREEMENT (INTELLECTUAL PROPERTY) ("Agreement") dated as of August 3, 2010, is made by Wine is Fine, Inc., a California corporation, Anchor Spirits, LLC, a California limited liability company, Brewdog USA LLC, a Delaware limited liability company, Golden Gate Brewdog, LLC, a California limited liability company, and Golden Gate Brewing Company, LLC, a California limited liability company (each, a "Grantor" and collectively, "Grantors"), in favor of Union Bank, N.A., a national banking association ("Secured Party") with reference to the following facts:

### RECITALS

A. Pursuant to that certain Revolving/Bridge Loan Agreement dated as of the date hereof (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Anchor Brewers & Distillers, LLC, a Delaware limited liability company (the "Borrower") and Secured Party, Secured Party agreed to provide Grantor with certain credit accommodations, including a Revolving Credit Facility (in the aggregate stated amount of \$11,000,000.00) and a Bridge Loan (in the aggregate stated amount of \$11,000,000.00), all as described more specifically in the Loan Agreement.

B. Pursuant to that certain Continuing Guaranty dated as of the date hereof (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Guaranty") by and between Grantors in favor of Secured Party, Grantors have guaranteed the Obligations of the Borrower under the Loan Documents.

C. The Loan Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall enter into this Agreement and shall grant security interests to Secured Party as herein provided.

D. Grantors expect to realize direct and indirect benefits as a result of the availability of the aforementioned loan credit facilities to the Borrower and as the result of financial or business support which will be provided to Guarantors by Borrower.

### AGREEMENT

NOW, THEREFORE, in order to induce the Secured Party to extend the aforementioned credit facilities to the Grantor, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors' present or future indebtedness, obligations and liabilities to Secured Party, Grantors hereby grant a security interest and mortgage to Secured Party, in and to Grantors' entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(d) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(e) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantors authorize and request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to

the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business, or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service prior to the sale or licensing of such product or service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (i) below;

(i) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment to accept such provisions; and

(l) Upon any executive officer of Grantor obtaining knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor, is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and expenses incurred in the reasonable exercise of Secured Party's rights under this Section 4.

5. Inspection Rights. Grantors hereby grant to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantors, any of Grantors' plants and facilities that manufacture; install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Grantors and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantors will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all

such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantors hereby irrevocably appoint Secured Party as Grantors' attorney-in-fact, with full authority in the place and stead of Grantors and in the name of Grantors, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and

(iii) After the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted wider the California Uniform Commercial Code.

7. Events of Default. The occurrence of any or the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Documents, or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of such breach.

8. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the

Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and their respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in California.

15. Dispute Resolution. This Agreement hereby incorporates any alternative dispute resolution agreement previously, concurrently or hereafter executed between Grantor and Secured Party.


*[Remainder of page intentionally left blank.  
Signature page to follow.]*




IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantors"


WINE IS FINE, INC.,  
a California corporation

By:   
Name: Keith Gregg  
Title: Treasurer and Secretary


ANCHOR SPIRITS, LLC,  
a California limited liability company

By:   
Name: Keith Gregg  
Title: President and Chief Executive Officer


BREWDOG USA, LLC,  
a Delaware limited liability company

By:   
Name: Keith Gregg  
Title: President and Chief Executive Officer

GOLDEN GATE BREWDOG, LLC,  
a California limited liability company

By:   
Name: Keith Gregg  
Title: President and Chief Executive Officer

GOLDEN GATE BREWING COMPANY, LLC  
a California limited liability company

By:   
Name: Keith Gregg  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED AS OF  
THE DATE FIRST ABOVE  
WRITTEN:

"Secured Party"

UNION BANK, N.A.,  
a national banking association,  
as Secured Party

By:

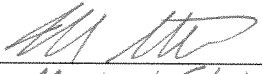
  
\_\_\_\_\_  
Michael Stahl  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_

EXHIBIT A

**COPYRIGHTS**

**COPYRIGHTS HELD BY GOLDEN GATE BREWING COMPANY, LLC**

Type of Work: Text  
Registration Number / Date: TX0001154608 / 1983-05-20  
Application Title: Jubilee ale neck hanger text.  
Title: Jubilee ale, April 7th, 1933-1983.  
Copyright Claimant: Anchor Brewing Company  
Date of Creation: 1983  
Date of Publication: 1983-04-07

EXHIBIT B

PATENTS

None.

EXHIBIT C

**TRADEMARKS**

**REGISTERED TRADEMARKS HELD BY GOLDEN GATE BREWING COMPANY, LLC**

<b>Trademark</b>	<b>Goods</b>	<b>Number</b>	<b>Registration Date or Current Status</b>
<b>UNITED STATES</b>			
ANCHOR	beer, porter, ale, wheat beer	US 1,559,186	10-03-89
ANCHOR	porter	US 1,453,427	08-18-87
ANCHOR BOCK	beer	US 3,806,040	06-22-10
ANCHOR DISTILLING	distilled spirits	US 1,982,777	06-25-96
ANCHOR SMALL	beer	US 3,809,709	06-29-10
ANCHOR SUMMER BEER	beer	US App. 77/822,721	filed 09-09-09; note: withdrawn from publication on 03-19-10
logo design of anchor	beer	US 1,273,803	04-10-84
HOTALING	distilled spirits	US 3,341,555	11-20-07
LIBERTY ALE	ale	US 1,328,838	04-02-85
OLD FOGHORN	beer	US 1,958,921	02-27-96
OLD POTRERO	distilled spirits, wine, whisky, malt coolers	US 2,082,108	07-22-97
OLD POTRERO	whisky	US 3,809,888	06-29-10
STEAM BEER	beer	US 1,206,783	08-31-82

<b>CALIFORNIA (STATE REGISTRATIONS)</b>			
ANCHOR	beer	Calif. Reg. No. 58395	09-12-78
LIBERTY ALE	ale	Calif. Reg. No. 71150	10-19-83

**REGISTERED TRADEMARKS HELD BY GOLDEN GATE BREWING COMPANY, LLC**  
**(cont'd)**

<b>EUROPEAN COMMUNITY</b>			
ANCHOR PORTER (and design)	beer, porter, malt beverages	EU 393,603	11-11-96
ANCHOR PORTER (and device)	beer, porter, malt beverages	EU 451,948	05-18-99
ANCHOR STEAM	beer, ale, porter, malt beverages	EU 404,459	11-08-96
ANCHOR STEAM BEER	beer, ale, porter, malt beverages	EU 405,936	11-08-96
ANCHOR STEAM BEER (and design)	beer, ale, porter, malt beverages	EU 404,418	11-08-96
LIBERTY ALE	ale	EU 404,160	11-08-96
LIBERTY ALE (and design)	ale, malt beverages	EU 414,805	11-08-96
OLD FOGHORN	beer, ale, malt beverages, barleywine	EU 404,111	09-28-98
STEAM	beer, alcoholic beer, non-alcoholic beer, alcohol reduced beer, malt beer, malt beverages	EU 5,435,375	11-08-96
OLD POTRERO	distilled spirits, wine, whisky, malt coolers	EU 404,087	11-08-96

<b>JAPAN</b>			
STEAM	beer, liquors	JA 2,715,793	08-30-96

<b>CANADA</b>			
STEAM	beer	CA 362,494	11-03-89

**REGISTERED TRADEMARKS HELD BY GOLDEN GATE BREWING COMPANY, LLC  
(cont'd)**

<b>UNITED KINGDOM</b>			
ANCHOR PORTER (and device)	beer, porter, malt beverages	2122912	02-06-97
ANCHOR STEAM	beer, ale, porter, malt beverages	1311816	06-02-87
ANCHOR STEAM BEER	beer	2113407	06-27-97
ANCHOR STEAM BEER Made in San Francisco since 1896	beer, ale, porter and other malt beverages	2069943	04-26-96
LIBERTY	beer, ale, porter and malt beverages	1265599	04-25-86
OLD FOGHORN	beer, ale, porter and malt beverages	1265600	04-25-86
REAL STEAM BEER	alcoholic beverages	1305077	03-25-87

<b>AUSTRALIA</b>			
OLD FOGHORN	beer, ale, porter and other malt beverages	AU 446908	06-16-86

**UNREGISTERED TRADEMARKS OF GOLDEN GATE BREWING COMPANY, LLC**

JUNIPERO	Gin	Claimed Jurisdictions/First Use Date: United States (1998); Finland (2001); Netherlands (2001); Sweden (2001); France (2003); Australia/New Zealand (2004); Canada (2005)	Note: General Internet searches reveal that Borrower appears to be using this mark as a source identifier
GENEVIEVE	Gin	Claimed Jurisdictions/First Use Date: United States (2007); Netherlands (2008); Sweden (2009); Australia (2009)	Note: General Internet searches reveal that Borrower appears to be using this mark as a source identifier

**REGISTERED TRADEMARKS HELD BY WINE IS FINE, INC.**

<b>Trademark</b>	<b>Goods</b>	<b>Number</b>	<b>Registration Date or Current Status</b>
<b>UNITED STATES</b>			
HIRSCH	Whiskey	US 3,183,090	12-12-06
PREISS IMPORTS	Import agencies featuring the importation of wine; distributorships in the field of wine	US 3,048,899	01-24-06
PREISS IMPORTS	Import agencies featuring the importation of wine; distributorships in the field of wine	US 3,087,187	05-02-06
HIRSCH	Whiskey	US 2,215,627	12-29-98
HIRSCH SELECTION	Whiskey	US 2,219,013	01-19-99
A. H. HIRSCH	Whiskey	US 2,212,014	12-15-98
HIRSCH SELECTION	Whiskey	US 2,219,014	01-19-99
TOUCANO	alcoholic beverage; namely, South American rum and brandy spirits	US 1,832,376	04-19-94