

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iron City Brewing, LLC		03/28/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ICB Acquisitions, LLC
Street Address:	3340 Liberty Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0643376	AMERICAN
Registration Number:	1481826	AMERICAN LIGHT
Registration Number:	2128307	AMERICAN LIGHT
Registration Number:	1482628	AMERICAN LIGHT MADE IN THE USA
Registration Number:	1490423	AMERICAN MADE IN THE USA
Registration Number:	1920059	AMERICAN MADE IN THE USA
Registration Number:	2478537	AUGUSTINER
Registration Number:	3871869	A AUGUSTINER
Registration Number:	1358351	I.C. LIGHT
Registration Number:	3590403	I.C.LIGHT
Registration Number:	1809461	IRON CITY
Registration Number:	0582833	IRON CITY
Registration Number:	2575139	IRON CITY BEER
Registration Number:	2947803	IRON CITY BEER

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REEL: 004540 FRAME: 0405

CH \$665.00 0643376

Registration Number:	2091023	IRON CITY BEER PITTSBURGH BREWING CO.
Registration Number:	2965003	IRON CITY BEER PITTSBURGH BREWING CO. SINCE 1861
Registration Number:	2966482	IRON CITY BEER
Registration Number:	3652373	IRON CITY BREWING COMPANY SINCE 1861 ICB
Registration Number:	1421367	IRON CITY DARK
Registration Number:	1799580	J.J. WAINWRIGHT'S
Registration Number:	1441389	MUSTANG
Registration Number:	1451189	MUSTANG MALT LIQUOR
Registration Number:	1416875	OLD FROTHINGSLOSH
Registration Number:	2094751	OLD GERMAN
Registration Number:	1811001	PITTSBURGH BREWING CO.
Registration Number:	0600470	STERLING

CORRESPONDENCE DATA

Fax Number: (412)918-1199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-918-1100
Email: pboss@metzlewis.com
Correspondent Name: Barry I. Friedman, Metz Lewis LLC
Address Line 1: 11 Stanwix Street, 18th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	4982/001
NAME OF SUBMITTER:	Barry I. Friedman
Signature:	/bif33695/
Date:	05/12/2011

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT dated as of March 28, 2011 (this "**Assignment**"), by and among ICB Acquisitions, LLC, a Delaware limited liability company ("**Purchaser**"), Iron City Brewing, LLC, a Delaware limited liability company ("**Seller**"), and Pittsburgh Brewing Acquisition, LLC, a Delaware limited liability company ("**Member**," and together with Seller, "**Sellers**").

WHEREAS, Purchaser, Seller, Member and ICB Holdings, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement, dated January 21, 2011 (the "**Purchase Agreement**"), pursuant to which Seller and Member have agreed, among other things, upon the terms and conditions set forth in the Purchase Agreement, to sell, assign, transfer, convey and deliver to Purchaser certain intangible assets owned by the Seller or the Member and used in the Business; and

WHEREAS, the parties desire to reflect, by the execution and delivery of this Assignment, the assignment and transfer by Sellers and the acceptance by Purchaser of such intangible assets, and have such assignment recorded with the United States Patent and Trademark Office and the Register of Copyrights of the United States.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have herein the respective meanings ascribed to them in the Purchase Agreement.
2. **Assignment of Intellectual Property.** Upon the terms and subject to the conditions set forth in the Purchase Agreement, Sellers hereby sell, transfer, assign, convey and deliver to Purchaser, and Purchaser hereby accepts from Sellers, all right, title and interest in and to, together with the goodwill associated with the Business, the Registered Intellectual Property as set forth on Exhibit A and the assigned copyrights as set forth on Exhibit B.
3. **Recordation of Assignment.** Sellers hereby request and authorize the United States Patent and Trademark Office, and the Register of Copyrights of the United States, to record Purchaser as the owner of the Registered Intellectual Property and the assigned copyrights, and to issue all registrations for said Registered Intellectual Property and assigned copyrights, to be in the name of Purchaser, as assignee of the Registered Intellectual Property and assigned copyrights, for the sole use of Purchaser in accordance with the terms of this Assignment.
4. **Purchase Agreement.** This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the

Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

5. Miscellaneous.

(a) Successors and Assigns; Benefit and Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

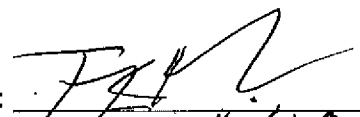
(b) Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York, regardless of the applicable principles of conflicts of law thereof.

(c) Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file shall be as effective as delivery of a manually executed counterpart of this Assignment.

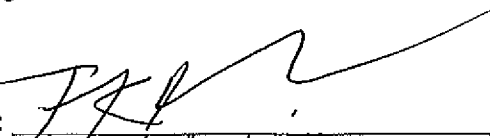
[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Agreement to be duly executed by its duly authorized representative as of the day and year first above written.

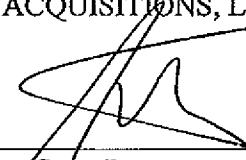
IRON CITY BREWING, LLC

By: 
Name: Tim Hickman
Title: CEO

PITTSBURGH BREWING ACQUISITION,
LLC

By: 
Name: Tim Hickman
Title: CEO

ICB ACQUISITIONS, LLC

By: 
Name: Scott Porter
Title: Vice-President and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 004540 FRAME: 0409

IN WITNESS WHEREOF, Seller has caused this Agreement to be duly executed by its duly authorized representative as of the day and year first above written.

IRON CITY BREWING, LLC

By: _____
Name:
Title:

PITTSBURGH BREWING ACQUISITION,
LLC

By: _____
Name:
Title:

ICB ACQUISITIONS, LLC

By: _____
Name: Scott Porter
Title: Vice-President and Secretary




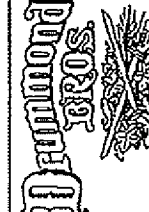


Exhibit A

Registered Intellectual Property





See attached.

Schreck 4.7. (a)

IRON CITY BREWING, LLC
 Trademark Status as of January 6, 2011

Trademark	File No.	Serial No.	Registration No.	Status	Country/ State	Filing Date	Registration Date	Renewal Due	Class/Goods
AMERICAN	3782/011	72/008,376	643,376	Renewed	US	16-May-1956	28-Mar-1957	26-Mar-2017	32 Int.: BEER
AMERICAN LIGHT	3782/005	75/136,866	2,128,307	Renewed	US	19-Jul-1996	13-Jan-1998	13-Jan-2018	32 Int.: BEER
	3782/007	74/673,440	1,482,628	Renewed	US	20-Jul-1987	29-Mar-1988	29-Mar-2018	32 Int.: BEER
	3782/019	74/546,872	1,920,059	Renewed	US	07-Jul-1994	19-Sep-1995	19-Sep-2015	32 Int.: BEER
AUGUSTINER	3782/039	75/811,223	2,478,537	Registered	US	29-Sep-1999	14-Aug-2001	14-Aug-2011	32 Int.: BEER
	3782/051	77/491,924	3,871,869	Registered	US	05-Jun-2008	09-Nov-2010	09-Nov-2020	32 Int.: BEER
	3782/003	74/197,664	1,710,305	Registered	US	23-Aug-1991	25-Aug-1992	25-Aug-2012	32 Int.: ALCOHOLIC MALT BEVERAGES, NAMELY BEER
I.C. LIGHT	3872/006	73/525,264	1,358,351	Renewed	US	05-Mar-1985	03-Sep-1985	03-Sep-2015	32 Int.: LIGHT BEER
	3782/050	77/491,972	3,590,403	Registered	US	05-Jun-2008	17-Mar-2009	17-Mar-2019	32 Int.: BEER
IRON CITY	3782/030	74/302,711	1,809,461	Registered	US	10-Aug-1992	07-Dec-1993	07-Dec-2013	32 Int.: BEER
	3782/009	71/640,525	582,833	Renewed	US	08-Jan-1953	24-Nov-1953	24-Nov-2013	32 Int.: BEER

IRON CITY BREWING, LLC
Trademark Status as of January 6, 2011

Trademark	File No.	Serial No.	Registration No.	Status	Country/ State	Filing Date	Registration Date	Renewal Due	Class/Goods
	3782/040	75/923,573	2,575,139	Registered	US	22-Feb-2000	04-Jun-2002	04-Jun-2012	32 Int.: BEER
	3782/013	75/137,257	2,091,023	Renewed	US	19-Jul-1996	26-Aug-1997	26-Aug-2017	32 Int.: BEER
	3782/052	77/487,184	3,652,373	Registered	US	30-May-2008	07-Jul-2009	07-Jul-2019	32 Int.: BEER
IRON CITY DARK	3782/031	73/593,755	1,421,367	Renewed	US	17-Apr-1986	16-Dec-1986	16-Dec-2016	32 Int.: BEER
J.J. WAINWRIGHT'S	3782/014	74/360,348	1,799,580	Renewed	US	18-Feb-1993	19-Oct-1993	19-Oct-2013	32 Int.: BEER
MUSTANG	3782/034	73/623,591	1,441,389	Renewed	US	02-Oct-1986	02-Jun-1987	02-Jun-2017	32 Int.: BEER AND MALT LIQUOR
	3782/033	00/623,592	1,451,189	Renewed	US	02-Oct-1986	04-Aug-1987	04-Aug-2017	32 Int.: BEER AND MALT LIQUOR
OLD FROTHINGSLOSH	3782/032	73/593,754	1,416,875	Renewed	US	17-Apr-1986	11-Nov-1986	11-Nov-2016	32 Int.: BEER
	3782/004	75/136,377	2,094,751	Renewed	US	19-Jul-1996	09-Sep-1997	09-Sep-2017	32 Int.: MALT BEVERAGES, NAMELY, BEER

IRON CITY BREWING, LLC
Trademark Status as of January 6, 2011

Trademark	File No.	Serial No.	Registration No.	Status	Country/State	Filing Date	Registration Date	Renewal Due	Class/Goods
	3782/023	74/308,876	1,811,001	Registered	US	27-Aug-1992	14-Dec-1993	14-Dec-2013	32 Int.: BEER
	3782/048	71/616,144	600,470	Renewed	US	05-Jul-1951	04-Jan-1955	04-Jan-2015	32 Int.: BEER AND ALE

Exhibit B

Assigned Copyrights

1. Lizard with Cherries design Copyright No. VA0000892730
2. Lizard with limes design, Copyright No. VA0000892731
3. Lizard with limes design & 1 other title, Copyright No. V3407D491