

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Terrapin Beer Company, LLC		02/02/2012	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MillerCoors LLC		
<b>Street Address:</b>	250 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3093809	BIG HOPPY MONSTER	
<b>Registration Number:</b>	2794891	TERRAPIN	
<b>Registration Number:</b>	3834902	HOPSECUTIONER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5135		
<b>Phone:</b>	404-572-3458		
<b>Email:</b>	slake@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Susan Lake, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	37261-149003		

CH \$90.00 3093809

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	02/07/2012
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 2, 2012, between Terrapin Beer Company, LLC, a Georgia limited liability company (the "Grantor"), and MillerCoors LLC, a Delaware limited liability company (the "Lender").

### WITNESSETH:

WHEREAS, the Grantor executed and delivered to the Lender that certain Promissory Note of even date herewith (the "Note") to evidence a loan (the "Loan") made by the Lender to the Grantor; and

WHEREAS, as a condition to making of the Loan, the Grantor is required to execute and deliver to the Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under all of its trademarks, whether presently existing or hereafter created or acquired and the goodwill associated therewith ("Trademarks") and all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or any breach of any license entered into in connection therewith (collectively, the "Trademark Collateral"), including without limitation the Trademarks which have been registered with the United States Patent and Trademark Office and are listed on Schedule I hereto.
3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the obligations evidenced by the Note (the "Obligations"), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Lender whether or not they are unenforceable or not allowable due to the existence of a bankruptcy or other insolvency proceeding involving the Grantor.
4. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any hereafter acquired Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way

affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. REMEDIES UPON EVENT OF DEFAULT. If an Event of Default (as defined in the Note) has occurred and is continuing, the Lender may exercise all rights and remedies under this Trademark Security Agreement, the Note or any other agreement between the Lender and the Grantor or that are available to a secured creditor under the Uniform Commercial Code as in effect in the applicable jurisdiction or that are otherwise available at law or in equity, at any time, in any order and in any combination.
  
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or the Note in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.
  
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any person or entity shall be construed to include such person's or entity's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of such writing, and such writing so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Terrapin Beer Company, LLC, as Grantor**

By: John A. Cochran  
Name: JOHN A. COCHRAN  
Title: PRESIDENT TERRAPIN BEER CO.

**Accepted and Acknowledged by:**

**MillerCoors LLC, as Lender**

By: \_\_\_\_\_  
Name: Tom Cardella  
Title: President - Tenth and Blake Beer  
Company, a division of  
MillerCoors LLC

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Terrapin Beer Company, LLC, as Grantor**


By: \_\_\_\_\_

Name:

Title:

**Accepted and Acknowledged by:**

**MillerCoors LLC, as Lender**

By:  \_\_\_\_\_

Name: Tony Cardella

Title: President - Tenth and Blake Beer  
Company, a division of  
MillerCoors LLC

TRADEMARK

REEL: 004712 FRAME: 0087

Schedule I

U.S. Trademarks

Trademark	Registration Number
BIG HOPPY MONSTER	3093809
TERRAPIN	2794891
HOPSECUTIONER	3834902