

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
RHB Acquisition, LLC d/b/a River Horse Brewing Company		03/01/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	RHBC Capital, LLC		
Street Address:	34 Main Street		
City:	Wenham		
State/Country:	MASSACHUSETTS		
Postal Code:	01984		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74605011	RIVER HORSE	
Serial Number:	77507739	SUMMER BLONDE	
CORRESPONDENCE DATA			
Fax Number:	(540)961-2941		
Email:	iplaw@leclairryan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	David M. Lay		
Address Line 1:	951 East Byrd Street, Eighth Floor		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	27212.0002		
NAME OF SUBMITTER:	David M. Lay		
Signature:	/David M. Lay/		

CH \$65.00 74605011

Date:

03/01/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “Trademark Security Agreement”) is made by RHB ACQUISITION, LLC d/b/a River Horse Brewing Company, a Pennsylvania limited liability company (the “Grantor”), with an address of 80 Lambert Lane, Lambertsville, NJ 08530, in favor of RHBC CAPITAL, LLC, a Delaware limited liability company (the “Secured Party”), with an address of 34 Main Street, Wenham, MA 01984, as of the 1st day of March, 2012.

WHEREAS, Grantor has entered into a Loan Agreement, of even date herewith (the “Loan Agreement”), with Secured Party.

WHEREAS, as a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement, of even date herewith (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

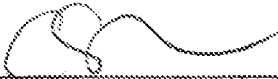
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

RHB ACQUISITION, LLC

By: 
Name: Christopher S. Walsh
Title: Manager

AGREED TO AND ACCEPTED:

SECURED PARTY:

RHBC CAPITAL, LLC

By: _____
Name: _____
Title: _____

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

GRANTOR:

RHB ACQUISITION, LLC

By: _____


Name: _____

Title: _____

AGREED TO AND ACCEPTED:

SECURED PARTY:

RHBC CAPITAL, LLC

By: 

Name: Timothy G. STEEN

Title: MANAGER

SCHEDULE 1

TRADEMARK REGISTRATIONS

1. Jurisdiction: United States
Mark: RIVER HORSE
Status: Registered
Serial No.: 74605011
Registration No. 2079664
Registration Date: July 15, 1997
Owner: River Horse Brewing Company Corporation

2. Jurisdiction: United States
Mark: SUMMER BLONDE
Status: Registered
Serial No.: 77507739
Registration No. 3660091
Registration Date: July 28, 2009
Owner: RHB Acquisition, LLC