

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
Rocky Mountain Brewpubs, Inc.		09/28/2012	CORPORATION: DELAWARE
Utah Brewers Cooperative, Inc.		09/28/2012	CORPORATION: DELAWARE
Salt Lake Brewing Co., L.C.		09/28/2012	LIMITED LIABILITY COMPANY: UTAH
Utah Brewers Cooperative, L.C.		09/28/2012	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	170 S. Main Street
Internal Address:	6th Floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1656409	GOOD FOR WHAT ALES YOU.
Registration Number:	1925760	CAPT. BASTARD'S OATMEAL STOUT
Registration Number:	1939613	SQUATTERS
Registration Number:	1979254	SQUATTERS
Registration Number:	1985070	SQUATTERS
Registration Number:	2007460	GOOD FOR WHAT ALES YOU
Registration Number:	2127348	FULL SUSPENSION PALE ALE
Registration Number:	3779201	HELL'S KEEP
Registration Number:	3953411	HOP RISING
Serial Number:	85627491	GHOSTRIDER WHITE IPA

OP \$340.00 1656409

Serial Number:	85479765	GLUTENUS MINIMUS
Serial Number:	85590904	POLYGAMY PORTER
Serial Number:	85591439	POLYGAMY PORTER

CORRESPONDENCE DATA

Fax Number: 8015327543
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 801-532-1500
 Email: bowen@rqn.com
 Correspondent Name: S. Brandon Owen
 Address Line 1: 36 South State Street
 Address Line 2: Suite 1400
 Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	U.S. BANK
NAME OF SUBMITTER:	S. Brandon Owen
Signature:	/S. Brandon Owen/
Date:	11/08/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2012, is made by Rocky Mountain Brewpubs, Inc., a Delaware corporation; Utah Brewers Cooperative, Inc., a Delaware corporation, Salt Lake Brewing Co., L.C., a Utah limited liability company; and Utah Brewers Cooperative, L.C., a Utah limited liability company (collectively "*Grantors*", individually a "*Grantor*"), in favor of U.S. Bank National Association ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantors and Salt Lake Brewing Co., LLC, a Delaware limited liability company, (collectively, "*Borrower*") and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make available to Borrower Loans in the aggregate principal amount of the respective Commitments,

WHEREAS, Grantors are parties to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each of Grantors, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*"):

- (a) all of each Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of Lender

with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

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

GRANTORS:

Rocky Mountain Brewpubs, Inc., a Delaware corporation, as Grantor

By: [Signature]
Name: Bryan Doherty
Title: President

Utah Brewers Cooperative, Inc., a Delaware corporation,

By: [Signature]
Name: Bryan Doherty
Title: President

Salt Lake Brewing Co., L.C., a Utah limited liability company,

By: [Signature]
Name: Bryan Doherty
Title: Secretary

Utah Brewers Cooperative, L.C., a Utah limited liability company,

By: [Signature]
Name: Bryan Doherty
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Lavonard E. Sweger
Title: Portfolio Manager

1199899.03

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
GOOD FOR WHAT ALES YOU.	74/084,454 1 Aug. 1990	1,656,409 10 Sept. 1991	Beer, ale and porter (32)
CAPT. BASTARD'S OATMEAL STOUT	74/581,875 4 Oct. 1994	1,925,760 10 Oct. 1995	Beer, ale and porter (32)
SQUATTERS	74/587,966 20 Oct. 1994	1,939,613 5 Dec. 1995	Restaurant and bar services (42)
SQUATTERS	74/587,766 20 Oct. 1994	1,979,254 11 June 1996	Clothing, namely shirts, sweatshirts, T-shirts, turtlenecks, mock turtlenecks, hats and caps, neckties, and boxer shorts (25)
SQUATTERS	74/587,975 20 Oct. 1994	1,985,070 9 July 1996	Beverages, namely beers, ales, and porters (32)
GOOD FOR WHAT ALES YOU	74/584,560 12 Oct. 1994	2,007,460 15 Oct. 1996	Clothing, namely shirts, sweatshirts, T-shirts, turtlenecks, mock turtlenecks, hats and caps, and neckties (25)
FULL SUSPENSION PALE ALE	75/232,357 28 Jan. 1997	2,127,348 6 Jan. 1998	Beer, ale and porter beer (32)
HELL'S KEEP	77/659,622 29 Jan. 2009	3,779,201 20 April 2010	Beer and ales (32)
HOP RISING	77/959,493 15 March 2010	3,953,411 3 May 2011	Beers and ales (32)

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
GHOSTRIDER WHITE IPA	85/627491 5/16/2012		Beer, ale, lager, stout and porter; beers (32)
GLUTENUS MINIMUS	85/479765 11/23/2011		Beer, ale, lager, stout and porter all being gluten free (32)
POLYGAMY PORTER	85/590904 4/6/2012		Beer, ale, lager, stout and porter; beers (32)
POLYGAMY PORTER	85/591439 4/6/2012		Sweatshirts; t-shirts (25)
CHASING TAIL	5707660-0190 8 Sept. 2004	Alcoholic beverages, namely, ales	
BLACK FOREST SCHWARZBIER	7632018-0190 17 March 2010	Beers	

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