



11/19/2012



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DEPARTMENT OF COMMERCE Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

700495409 Resubmission

1. Name of conveying party(ies):
 VICTORY BREWING COMPANY

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: PENNSYLVANIA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: FIRST NIAGARA BANK, N.A., as Administrative Agent

Street Address: 726 Exchange Street

City: Buffalo

State: NY

Country: USA Zip: 14210

Individual(s) Citizenship _____
 Association Citizenship National: USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) October 24, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
 A. Trademark Application No.(s) Text
 SEE ATTACHED

B. Trademark Registration No.(s)
 SEE ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Kory Grushka, Esq.

Internal Address: Blank Rome LLP

Street Address: One Logan Square
 130 North 18th Street

City: Philadelphia

State: PA Zip: 19103-6998

Phone Number: 215-589-5376

Docket Number: _____

Email Address: Grushka@BlankRome.com

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 840.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number 022555
 Authorized User Name Citicorp-First Samar Aryani-Sabet

9. Signature: [Signature]
 Kory Grushka
 Name of Person Signing

October 25, 2012

11/19/2012 10:00:00 AM 022555 4175762

Total number of pages including cover sheet, attachments, and document: 3 of 24

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

...continuation of Item # 4

TRADEMARKS

Mark	Status	Serial No.	Reg. No.
A VICTORY FOR YOUR TASTE	Registered	85/528806	4175762
DOMESTIQUE	Pending	85/474055	
DONNYBROOK	Registered	85/476674	4175238
GOLDEN MONKEY	Registered	76/316115	2571440
HEADWATERS	Registered	85/237544	4086661
HELIOS	Pending	85/476696	
HOP WALLOP	Registered	85/394375	4131193
HOPDEVIL	Registered	76/316114	2576152
HOPDEVIL	Registered	78/579993	3065786
MOONGLOW	Pending	85/394437	
MOVING PARTS	Published	85/474032	
OLD HORIZONTAL	Registered	76/316112	2571438
STORM KING	Registered	76/316113	2571439
SUMMER LOVE ALE	Registered	85/203900	4009062
SUNRISE WEISSBIER	Pending	85/476713	
TEUTONIC	Pending	85/528860	
THE MAD KING'S WEISS	Published	85/529326	

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V TWELVE	Registered	85/394283	4131191
V VICTORY and Design (Sunburst)	Published	85/529346	
V VICTORY BEER HALL and Design	Pending	85/538473	
V VICTORY BREWING COMPANY and Design (Closed Arch)	Pending	85/539331	
VICTORY	Published	85/264691	
VICTORY	Pending	85/528663	
VICTORY	Registered	85/528741	4175761
VICTORY	Registered	85/976376	4175795
VICTORY BEER	Registered	76/322266	2829014
VICTORY BEER HALL	Pending	85/528834	
VICTORY BON VIVANT	Published	85/568857	
VICTORY BREWING COMPANY	Published	85/394337	
VICTORY PRIMA PILS	Published	85/528852	
VICTORY VELOCITY	Pending	85/568864	
WHIRLWIND	Registered	85/396932	4118633
ZIGGA ZAGGA	Published	85/474050	

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of October 24, 2012 by VICTORY BREWING COMPANY, a Pennsylvania corporation ("Grantor"), in favor of FIRST NIAGARA BANK, N.A., as Administrative Agent for itself and the Lenders ("Secured Party") under the Credit Agreement referred to below.

WITNESSETH

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of the date hereof, among Grantor, as borrower, First Niagara Bank, N.A., as Administrative Agent and as a Lender (as defined therein), and the other Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrower by Administrative Agent and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof among Grantor and Secured Party (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to Administrative Agent a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Administrative Agent and hereby reaffirms its grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each now owned or hereafter acquired trademark, trademark application, patent and patent application, including, without limitation, those listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent (as applicable), or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to (a) sell, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents, or (b) except in exchange for valuable consideration in the ordinary course of business, license its rights and interest in the Trademarks or Patents, in each case without prior written consent of Secured Party.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations, trademark applications, material unregistered trademarks, patents and patent applications owned or registered to Grantor.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

[signatures to appear on following page]

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

VICTORY BREWING COMPANY

By: R.T. Barchet
Name: Reinhold T. Barchet
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above
FIRST NIAGARA BANK, N.A.

By: Jennifer Corrigan
Name: Jennifer Corrigan
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Mark	Status	Country	Serial No.	Filing Date	Reg. No.	Reg. Date.
A VICTORY FOR YOUR TASTE	Registered	United States of America	85/528806	30-Jan-2012	4175762	17-Jul-2012
DOMESTIQUE	Pending	United States of America	85/474055	16-Nov-2011		
DONNYBROOK	Registered	United States of America	85/476674	18-Nov-2011	4175238	17-Jul-2012
GOLDEN MONKEY	Pending	China	9954946	13-Sep-2011		
GOLDEN MONKEY	Registered	United States of America	76/316115	24-Sep-2001	2571440	21-May-2002
HEADWATERS	Registered	United States of America	85/237544	09-Feb-2011	4086661	17-Jan-2012
HEADWATERS	Registered	Pennsylvania			3341522	15-Aug-2011
HELIOS	Pending	United States of America	85/476696	18-Nov-2011		
HOP WALLOP	Registered	United States of America	85/394375	10-Aug-2011	4131193	24-Apr-2012
HOPDEVIL	Published	China	9954947	12-Oct-2011		
HOPDEVIL	Registered	United States of America	76/316114	24-Sep-2001	2576152	04-Jun-2002
HOPDEVIL	Registered	United States of America	78/579993	04-Mar-2005	3065786	07-Mar-2006
MOONGLOW	Pending	United States of America	85/394437	10-Aug-2011		
MOVING PARTS	Published	United States of America	85/474032	16-Nov-2011		
OLD HORIZONTAL	Registered	United States of America	76/316112	24-Sep-2001	2571438	21-May-2002
STORM KING	Registered	United States of America	76/316113	24-Sep-2001	2571439	21-May-2002
SUMMER LOVE ALE	Registered	United States of America	85/203900	22-Dec-2010	4009062	09-Aug-2011
SUNRISE WEISSBIER	Pending	United States of America	85/476713	18-Nov-2011		
TEUTONIC	Pending	United States of America	85/528860	30-Jan-2012		
THE MAD KING'S WEISS	Published	United States of America	85/529326	31-Jan-2012		
V TWELVE	Registered	United States of America	85/394283	10-Aug-2011	4131191	24-Apr-2012
V VICTORY and Design (Sunburst)	Published	United States of America	85/529346	31-Jan-2012		
V VICTORY BEER HALL and Design	Pending	United States of America	85/538473	09-Feb-2012		

SCHEDULE - 1

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TRADEMARK
REEL: 004908 FRAME: 0022

V VICTORY BREWING COMPANY and Design (Closed Arch)	Pending	United States of America	85/539331	10-Feb-2012		
VICTORY	Registered	European Community	10251114	08-Sep-2011	10251114	14-Feb-2012
VICTORY	Published	United States of America	85/264691	11-Mar-2011		
VICTORY	Pending	United States of America	85/528663	30-Jan-2012		
VICTORY	Registered	United States of America	85/528741	30-Jan-2012	4175761	17-Jul-2012
VICTORY	Registered	United States of America	85/976376	11-Mar-2011	4175795	17-Jul-2012
VICTORY BEER	Registered	United States of America	76/322266	04-Oct-2001	2829014	06-Apr-2004
VICTORY BEER HALL	Pending	United States of America	85/528834	30-Jan-2012		
VICTORY BON VIVANT	Published	United States of America	85/568857	14-Mar-2012		
VICTORY BREWING COMPANY	Published	United States of America	85/394337	10-Aug-2011		
VICTORY OTTO ALE	Registered	Pennsylvania		19-Sep-2011	3341572	19-Sep-2011
VICTORY PRIMA PILS	Published	United States of America	85/528852	30-Jan-2012		
VICTORY VELOCITY	Pending	United States of America	85/568864	14-Mar-2012		
WHIRLWIND	Registered	United States of America	85/396932	12-Aug-2011	4118633	27-Mar-2012
ZIGGA ZAGGA	Published	United States of America	85/474050	16-Nov-2011		

Mark	Status	Country	TTB Certificate of Label Approval date
A VICTORY FOR YOUR TASTE	Unregistered	United States of America	85/528806
BALTIC THUNDER	Unregistered	United States of America	08/17/07
DARK INTRIGUE	Unregistered	United States of America	10/11/2010
FESTBIER	Unregistered	United States of America	02/07/96
ST. BOISTEROUS	Unregistered	United States of America	07/24/96
ST. VICTORIOUS	Unregistered	United States of America	03/27/96
VICTORY LAGER	Unregistered	United States of America	03/02/04
WILDDEVIL	Unregistered	United States of America	01/23/09
YAKIMA GLORY	Unregistered	United States of America	08/25/10

SCHEDULE - 1

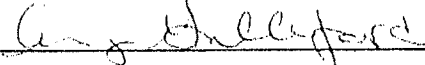
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COMPANY ACKNOWLEDGMENT

Commonwealth of Pennsylvania)
) SS
CHESTER County)

This instrument was acknowledged before me on the 22 day of October, 2012, by Reinhold T. Barchet as Chief Executive Officer of Victory Brewing Company

[Seal]



Notary Public, State of PA
My commission expires on 10/7/2015

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy Gullford, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Oct. 7, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[SIGNATURE PAGE TO ACKNOWLEDGMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

POWER OF ATTORNEY

VICTORY BREWING COMPANY, a Pennsylvania corporation (the "Grantor"), hereby authorizes FIRST NIAGARA BANK, N.A., as Administrative Agent for itself and the Lenders ("Secured Party") under that certain Credit Agreement dated as of the date hereof, among Grantor, Secured Party and the other Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Secured Party to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Secured Party dated as of the date hereof (as amended, restated, supplemented, modified or replaced from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Secured Party to use or exercise any rights granted herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement and other Loan Documents.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreement and the other Loan Documents.

This Power of Attorney is coupled with an interest and shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of this ___ day
of October, 2012.

VICTORY BREWING COMPANY

By: R.T. Barchet
Name: Reinhold T. Barchet
Title: Chief Executive Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

