

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rocky Mountain Brewpubs, Inc.		06/30/2014	CORPORATION: DELAWARE
Utah Brewers Cooperative, Inc.		06/30/2014	CORPORATION: DELAWARE
Salt Lake Brewing Co., L.C.		06/30/2014	LIMITED LIABILITY COMPANY: UTAH
Utah Brewers Cooperative, L.C.		06/30/2014	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:	National Banking Association: UTAH

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	74581875	CAPT. BASTARD'S OATMEAL STOUT
Serial Number:	75232357	FULL SUSPENSION PALE ALE
Serial Number:	85627491	GHOSTRIDER
Serial Number:	74584560	GOOD FOR WHAT ALES YOU
Serial Number:	74084454	GOOD FOR WHAT ALES YOU.
Serial Number:	77659622	HELL'S KEEP
Serial Number:	77959493	HOP RISING
Serial Number:	85590904	POLYGAMY PORTER
Serial Number:	74587966	SQUATTERS
Serial Number:	74587766	SQUATTERS
Serial Number:	74587975	SQUATTERS
Serial Number:	86190256	AMERICAN WHEAT HEFEWEIZEN
Serial Number:	86082869	BLACK O'LANTERN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86177766	BOBSLED
Serial Number:	86184494	BUMPER CROP
Serial Number:	86165846	CHASING TAIL GOLDEN ALE
Serial Number:	86161283	DEVASTATOR
Serial Number:	85479765	GLUTENUS MINIMUS
Serial Number:	86162025	LAST ONE IN
Serial Number:	86184377	LIVE AND LET LIVE
Serial Number:	86135935	OFF DUTY INDIA PALE ALE
Serial Number:	86177752	OUTER DARKNESS
Serial Number:	86177589	PARTY IN A BOX
Serial Number:	85591439	POLYGAMY PORTER
Serial Number:	86167082	PROVO GIRL
Serial Number:	86184362	RESPECT YOUR MOTHER
Serial Number:	86162018	SNAP DOWN HEADER
Serial Number:	86135978	SOCIABLE KRYSTALWEISS
Serial Number:	86163765	WASATCH BEERS
Serial Number:	86184385	WEE-PEAT SCOTTISH ALE

CORRESPONDENCE DATA

Fax Number: 8015327543

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8015321500

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 (BREW PUBS)

NAME OF SUBMITTER: S. Brandon Owen

SIGNATURE: /S. Brandon Owen/

DATE SIGNED: 07/21/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2014, 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 an Amended and Restated 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 an Amended and Restated 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]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

<i>Mark</i>	<i>U.S. Serial No.</i>	<i>Filing Date</i>	<i>U.S. Reg. No.</i>	<i>Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
CAPT. BASTARD'S OATMEAL STOUT	74/581,875	4-Oct-94	1,925,760	10-Oct-95	Beer, ale, lager, stout and porter; beers (32)
FULL SUSPENSION PALE ALE	75/232,357	28-Jan-97	2,127,348	6-Jan-98	Beer, ale, lager, stout and porter; beers (32)
GHOSTRIDER WHITE IPA	85/627491	16-May-12	4,293,492	19-Feb-13	Beer, ale, lager, stout and porter; beers (32)
GOOD FOR WHAT ALES YOU	74/584,560	12-Oct-94	2,007,460	15-Oct-96	Clothing, namely shirts, sweatshirts, T-shirts, turtlenecks, mock turtlenecks, hats and caps, and neckties (25)
GOOD FOR WHAT ALES YOU.	74/084,454	1-Aug-90	1,656,409	10-Sep-91	Beer, ale, lager, stout and porter; beers (32)
HELL'S KEEP	77/659,622	29-Jan-09	3,779,201	20-Apr-10	Beer, ale, lager, stout and porter; beers (32)
HOP RISING	77/959,493	15-Mar-10	3,953,411	3-May-11	Beer, ale, lager, stout and porter; beers (32)
POLYGAMY PORTER	85/590904	6-Apr-12	4,253,333	4-Dec-12	Beer, ale, lager, stout and porter; beers (32)
SQUATTERS	74/587,966	20-Oct-94	1,939,613	5-Dec-95	Restaurant and bar services (42)
SQUATTERS	74/587,766	20-Oct-94	1,979,254	11-Jun-96	Clothing, namely shirts, sweatshirts, T-shirts, turtlenecks, mock turtlenecks, hats and caps, neckties, and boxer shorts (25)
SQUATTERS	74/587,975	20-Oct-94	1,985,070	9-Jul-96	Beer, ale, lager, stout and porter; beers (32)
AMERICAN WHEAT HEFEWEIZEN	86190256	11-Feb-14			Beer, ale, lager, stout and porter; beers (32)
BLACK FOREST SCHWARZBIER	7632018-0190	17-Mar-10			Beer, ale, lager, stout and porter; beers (32)
BLACK O'LANTERN	86082869	4-Oct-13			Beer, ale, lager, stout and porter; beers (32)
BOBSLED	86177766	28-Jan-14			Beer, ale, lager, stout and porter; beers (32)
BUMPER CROP	86184494	4-Feb-14			Beer, ale, lager, stout and porter; beers (32)

<i>Mark</i>	<i>U.S. Serial No.</i>	<i>Filing Date</i>	<i>U.S. Reg. No.</i>	<i>Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
CHASING TAIL GOLDEN ALE	5707660-0190	8-Sep-04			Beer, ale, lager, stout and porter; beers (32)
CHASING TAIL GOLDEN ALE	86165846	15-Jan-14			Beer, ale, lager, stout and porter; beers (32)
DEVASTATOR	86161283	9-Jan-14			Beer, ale, lager, stout and porter; beers (32)
GLUTENUS MINIMUS	85/479765	23-Nov-11			Beer, ale, lager, stout and porter; beers (32)
LAST ONE IN	86162025	9-Jan-14			Beer, ale, lager, stout and porter; beers (32)
LIVE AND LET LIVE	86184377	4-Feb-14			Beer, ale, lager, stout and porter; beers (32)
OFF DUTY	86135935	5-Dec-13			Beer, ale, lager, stout and porter; beers (32)
OUTER DARKNESS	86177752	28-Jan-14			Beer, ale, lager, stout and porter; beers (32)
PARTY IN A BOX	86177589	28-Jan-14			Beer, ale, lager, stout and porter; beers (32)
POLYGAMY PORTER	85/591439	6-Apr-12			Sweatshirts; t-shirts (25)
PROVO GIRL	86167082	16-Jan-14			Beer, ale, lager, stout and porter; beers (32)
RESPECT YOUR MOTHER	86184362	4-Feb-14			Beer, ale, lager, stout and porter; beers (32)
SNAP DOWN HEADER	86162018	9-Jan-14			Beer, ale, lager, stout and porter; beers (32)
SOCIABLE KRYSTALWEIZEN	86135978	5-Dec-13			Beer, ale, lager, stout and porter; beers (32)
WASATCH BEERS	86163765	13-Jan-14			Beer, ale, lager, stout and porter; beers (32)
WEE PEAT SCOTTISH ALE	86184385	4-Feb-14			Beer, ale, lager, stout and porter; beers (32)

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: Sean Boyle
Name: SEAN BOYLE
Title: CEO

Utah Brewers Cooperative, Inc., a Delaware corporation,

By: Sean Boyle
Name: SEAN BOYLE
Title: CEO

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

By: Sean Boyle
Name: SEAN BOYLE
Title: CEO

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

By: Sean Boyle
Name: SEAN BOYLE
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION

By: Raymond L. Swope
Name: Raymond L. Swope
Title: Vice President

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