

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311424

<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>
Mountain View Brewery, LLC		07/10/2014	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	303 Peachtree Street, N. E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	banking corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3712371	DEVILS BACKBONE	
<b>Registration Number:</b>	4439798	EIGHT POINT I.P.A.	
<b>Serial Number:</b>	86210669	DEVILS BACKBONE BASECAMP BREWPUB	
<b>Serial Number:</b>	86010159	DEVILS BACKBONE OUTPOST BREWERY	
<b>Serial Number:</b>	85901817	DB DEVILS BACKBONE BREWING COMPANY	
<b>Serial Number:</b>	86204578	PUMPKIN HUNTER	
<b>Serial Number:</b>	86204685	OLD VIRGINIA	
<b>Serial Number:</b>	86204567	TRAIL ANGEL	
<b>Serial Number:</b>	86204574	FOUR POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8044206507		
<i>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.</i>			
<b>Phone:</b>	804.420.6000		
<b>Email:</b>	wdickinson@williamsmullen.com		
<b>Correspondent Name:</b>	William P. Dickinson, III, Esquire		
<b>Address Line 1:</b>	Williams Mullen, c/o IP Docketing		
<b>Address Line 2:</b>	222 Central Park Avenue, Suite 1700		
<b>Address Line 4:</b>	Virginia Beach, VIRGINIA 23462-3035		

OP \$240.00 3712371

<b>ATTORNEY DOCKET NUMBER:</b>	054171.0010
<b>NAME OF SUBMITTER:</b>	William P. Dickinson, III
<b>SIGNATURE:</b>	/William P. Dickinson, III/
<b>DATE SIGNED:</b>	07/22/2014

**Total Attachments: 5**

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source=Mountain View Brewery - SunTrust Bank - TM Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") is dated as of July 10, 2014, by Mountain View Brewery, LLC, a Virginia limited liability company (the "Grantor"), in favor of SunTrust Bank, a Georgia banking corporation, its present and future affiliates and their successors and assigns ("Secured Party").

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement dated of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor as Borrower and Secured Party as Lender. The Grantor and the Secured Party are also parties to a Security Agreement dated of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement").

Subject to the terms of the Security Agreement, the Grantor hereby grants to the Secured Party a continuing security interest in, lien on and right of set-off against, all of the Grantor's right, title and interest in and to the United States trademarks described on Schedule 1 (the "Marks") attached hereto and made a part hereof, together with all associated goodwill, to secure the Grantor's performance of the Obligations (as defined in the Security Agreement).

The security interest in the Marks granted hereunder shall remain in full force and effect until the Obligations have been paid and satisfied in full. At such time Secured Party shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent & Trademark Office and in each office in which any financing statement pertaining to the security interest granted hereby may have been filed, (1) documentation in accordance with the rules and regulations of said office, (2) termination statements under the Uniform Commercial Code as in effect in the Commonwealth of Virginia, and (3) any other documentation reasonably requested by Grantor, all as may be necessary to release Secured Party's interest in the Marks, and all at the cost and expense of Grantor.

The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantor may not assign or transfer any of its rights hereunder without the prior written consent of the Secured Party (and any attempted assignment or transfer by the Grantor without such consent shall be null and void). In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the Commonwealth of Virginia.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK SECURITY AGREEMENT

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their duly authorized officers, as of the date first above written.

MOUNTAIN VIEW BREWERY, LLC,  
a Virginia limited liability company

By: [Signature] (SEAL)  
Name: STEVEN C. CRANDALL  
Title: CEO

COMMONWEALTH OF VIRGINIA )  
 ) TO-WIT  
CDV/COUNTY OF CHARLOTTESVILLE )

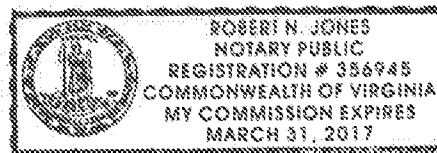
The foregoing instrument was acknowledged before me, ROBERT N. JONES, Notary Public, this 10th day of JULY, 2014, by STEVEN C. CRANDALL, who has presented identification of DRIVERS LICENSE (a United States Passport, a certificate of United States citizenship, a certificate of naturalization, an unexpired foreign passport, an alien registration card with photograph, a state issued driver's license or a state issued identification card or a United States military card), and voluntarily acknowledged this instrument as CEO of MOUNTAIN VIEW BREWERY, LLC, a Virginia limited liability company, on its behalf.

[Signature]  
Notary Public

Registration Number: 356945  
My commission expires: 3/31/2017

Notary Seal (sharp, legible, reproducible)

SUNTRUST BANK,  
a Georgia banking corporation



By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK SECURITY AGREEMENT

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their duly authorized officers, as of the date first above written.

MOUNTAIN VIEW BREWERY, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA )  
 ) TO-WIT  
CITY/COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, \_\_\_\_\_,  
Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_,  
who has presented identification of \_\_\_\_\_ (*a United States  
Passport, a certificate of United States citizenship, a certificate of naturalization, an unexpired  
foreign passport, an alien registration card with photograph, a state issued driver's license or a  
state issued identification card or a United States military card*), and voluntarily acknowledged  
this instrument as \_\_\_\_\_ of MOUNTAIN VIEW BREWERY, LLC, a  
Virginia limited liability company, on its behalf.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Seal (sharp, legible, reproducible)

SUNTRUST BANK,  
a Georgia banking corporation

By: David R. Witt (SEAL)  
Name: David R. Witt  
Title: First Vice President

**SCHEDULE 1**  
**TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

Trademark	Registration Number
DEVILS BACKBONE	3712371
EIGHT POINT I.P.A.	4439798

**TRADEMARK APPLICATIONS AND COMMON LAW MARKS**

Trademark	Application Number
DEVILS BACKBONE BASECAMP BREW PUB	86210669
DEVILS BACKBONE OUTPOST BREWERY	86010159
DB DEVILS BACKBONE BREWING COMPANY & Design	85901817
PUMPKIN HUNTER	86204578
OLD VIRGINIA	86204685
TRAIL ANGEL	86204567
FOUR POINT	86204574
DARK ABBY	N/A
AZRAEL	N/A
CATTYWOMPUS	N/A
TURBO COUGAR	N/A
KILT FLASHER	N/A
GOLD LEAF LAGER	N/A
STRIPED BASS PALE ALE	N/A

REILLY'S RED ALE	N/A
16 POINT IMPERIAL IPA	N/A
DANZIG BALTIC PORTER	N/A
O'FEST LAGER	N/A
TRAILBLAZERS	N/A