

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326292

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | Notice and Confirmation of Grant of Security Interest in Trademarks |

## CONVEYING PARTY DATA

| Name                               | Formerly | Execution Date | Entity Type                         |
|------------------------------------|----------|----------------|-------------------------------------|
| Southern Tier Brewing Company, LLC |          | 12/16/2014     | LIMITED LIABILITY COMPANY: NEW YORK |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Wells Fargo Bank, National Association      |
| <b>Street Address:</b> | 7000 Central Parkway, N.E., Suite 600       |
| <b>City:</b>           | Atlanta                                     |
| <b>State/Country:</b>  | GEORGIA                                     |
| <b>Postal Code:</b>    | 30328                                       |
| <b>Entity Type:</b>    | national banking association: UNITED STATES |

## PROPERTY NUMBERS Total: 10

| Property Type        | Number   | Word Mark               |
|----------------------|----------|-------------------------|
| Serial Number:       | 86432169 | WHERE THE HELLES SUMMER |
| Serial Number:       | 86423407 | UTILITY                 |
| Serial Number:       | 86423392 | RIGHT O WAY IPA         |
| Serial Number:       | 86121290 | WARLOCK                 |
| Registration Number: | 4551864  | PUMKING                 |
| Registration Number: | 4551899  | 2XMAS                   |
| Registration Number: | 4551898  | 2XRYE                   |
| Registration Number: | 4551897  | 2XSTOUT                 |
| Registration Number: | 4551900  | 2XIPA                   |
| Registration Number: | 4563281  | SOUTHERN TIER BREWING   |

## CORRESPONDENCE DATA

Fax Number: 7044448857

*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: 7043432104

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

|                                |                             |
|--------------------------------|-----------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 4506050-0156                |
| <b>NAME OF SUBMITTER:</b>      | Terry L. Witcher, Paralegal |
| <b>SIGNATURE:</b>              | /s/ Terry L. Witcher        |
| <b>DATE SIGNED:</b>            | 12/16/2014                  |

**Total Attachments: 5**

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**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

**THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "**Agreement**"), dated as of December 16, 2014, is made by **SOUTHERN TIER BREWING COMPANY, LLC**, a New York limited liability company (the "**Grantor**"), in favor of Wells Fargo Bank, National Association (the "**Lender**"), for its benefit and the benefit of certain of its Affiliates, in connection with that certain Credit Agreement (the "**Credit Agreement**") dated as of the date hereof, between Craft Revolution, LLC, as borrower, and the Lender.

WITNESSETH:

**WHEREAS**, in connection with the Credit Agreement, the Grantor, together with Craft Revolution, LLC and Southern Tier Distilling, LLC, entered into that certain Security Agreement dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Lender, for its benefit and the benefit of certain of its Affiliates; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates, a security interest in the Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks (as defined in the Security Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Lender and its Affiliates, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor hereby confirms that pursuant to the Security Agreement the Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Remainder of page intentionally left blank; signature pages follow.]**

The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

**GRANTOR:**

**SOUTHERN TIER BREWING COMPANY, LLC**

By: Craft Revolution, LLC, Its Manager

By:   
Name: Paul D. Barnett  
Title: Manager

**[Signatures Continue on Following Page]**

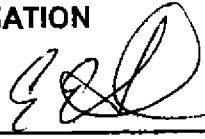
Notice and Confirmation of Grant of Security Interest in Trademarks  
Signature Page

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**TRADEMARK**  
**REEL: 005420 FRAME: 0365**

**LENDER:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Eric R. Eidler  
Title: Senior Vice President

**SCHEDULE A**

**TRADEMARKS**

| <b>Trademark Title</b>  | <b>Filing or Registration Date</b> | <b>Serial or Registration Number</b> |
|-------------------------|------------------------------------|--------------------------------------|
| WHERE THE HELLES SUMMER | 10/23/2014                         | Serial #86432169                     |
| UTILITY                 | 10/14/2014                         | Serial #86423407                     |
| RIGHT O WAY IPA         | 10/14/2014                         | Serial #86423392                     |
| WARLOCK                 | 11/18/2013                         | Serial #86121290                     |
| PUMKING                 | 6/17/2014                          | Registration #4,551,864              |
| 2XMAS                   | 6/17/2014                          | Registration #4,551,899              |
| 2XRYE                   | 6/17/2014                          | Registration #4,551,898              |
| 2XSTOUT                 | 6/17/2014                          | Registration #4,551,897              |
| 2XIPA                   | 6/17/2014                          | Registration #4,551,900              |
| Southern Tier Brewing   | 7/8/2014 (U.S.)                    | Registration #4,563,281 (U.S.)       |