

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342277

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Nature of Conveyance to read security interest previously recorded on Reel 005212 Frame 0944. Assignor(s) hereby confirms the Security interest.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heartland Brewery, Inc.		08/30/2013	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	350 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3244973	SLOBBER	
<b>Registration Number:</b>	3378511	STUMPKIN HEARTLAND BREWERY, A HEARTY BLE	
<b>Registration Number:</b>	2771861	NOT TONIGHT HONEY PORTER	
<b>Registration Number:</b>	2773726	SMILING PUMPKIN ALE	
<b>Registration Number:</b>	2035741	CORNHUSKER LAGER	
<b>Registration Number:</b>	2356423	HEARTLAND BREWERY REAL BEER	
<b>Registration Number:</b>	2356424	HEARTLAND BREWERY REAL BEER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127758800		
<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>	2127758700		
<b>Email:</b>	nytrademarks@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Marc Lieberstein		
<b>Address Line 1:</b>	1114 Avenue of the Americas		
<b>Address Line 2:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	61212-377368		

OP \$190.00 3244973

<b>NAME OF SUBMITTER:</b>	Marc Lieberstein
<b>SIGNATURE:</b>	/Marc Lieberstein/
<b>DATE SIGNED:</b>	05/22/2015

**Total Attachments: 147**

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## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND BREWERY, INC.		08/30/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	350 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85965227	THE TAPSTER	
Serial Number:	78938920	SLOBBER	
Serial Number:	78636233	HEARTLAND OKTOBERFEST	
Serial Number:	78635848	STUMPKIN HEARTLAND BREWERY, A HEARTY BLE	
Serial Number:	78193814	NOT TONIGHT HONEY PORTER	
Serial Number:	78187884	SMILING PUMPKIN ALE	
Serial Number:	75079388	CORNHUSKER LAGER	
Serial Number:	75076226	HEARTLAND BREWERY REAL BEER	
Serial Number:	75076225	HEARTLAND BREWERY REAL BEER	
CORRESPONDENCE DATA			
Fax Number:	5184520822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	518-452-1873		
Email:	accessin@sprynet.com		

OP \$240.00 85965227

Correspondent Name: J Lee  
Address Line 1: 1773 Western Avenue  
Address Line 4: Albany, NEW YORK 12203

NAME OF SUBMITTER:

Jonathan Bloostein

Signature:

/Jonathan Bloostein/

Date:

02/10/2014

Total Attachments: 4

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Mail Stop Assignment Recordation Branch  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REQUEST FOR CORRECTIVE ASSIGNMENT AND  
CORRECTION OF OWNERSHIP RECORDS**

Dear Assignment Recordation Branch:

Pursuant to T.M.E.P. § 503.06, Heartland Brewery, Inc. (“Heartland Brewery”) respectfully submits this request for correction of the assignment and ownership records concerning the following seven (7) trademark registrations:

- SLOBBER, Reg. No. 3244973
- STUMPKIN HEARTLAND BREWERY, A HEARTY BLEND OF SMILING PUMPKIN & FARMER JON'S OATMEAL STOUT & Design, Reg. No. 3378511
- NOT TONIGHT HONEY PORTER, Reg. No. 2771861
- SMILING PUMPKIN ALE, Reg. No. 2773726
- CORNHUSKER LAGER, Reg. No. 2035741
- HEARTLAND BREWERY REAL BEER & Design, Reg. No. 2356423
- HEARTLAND BREWERY REAL BEER & Design, Reg. No. 2356424

These seven (7) registrations will be referred to collectively hereinafter as the “Registrations.”

Heartland Brewery and Manufacturers and Traders Trust Company (hereinafter, “M&T”) made an inadvertent and unintentional mistake in the drafting of a 2013 agreement between Heartland Brewery and M&T. That agreement, titled “Patent, Trademarks, Copyrights & Licenses Security Agreement” and dated September 4, 2013 (the “PTCL Agreement”), is attached hereto as Appendix A.

At all times, Heartland Brewery intended, through the PTCL Agreement, to grant M&T a security interest in certain intellectual property assets owned and held by Heartland Brewery. The “Assets” are defined in the PTCL Agreement. *See* Appendix A. The security interest was (and is) collateral for a loan to Heartland Brewery from M&T. However, in the PTCL Agreement, Heartland Brewery inadvertently and mistakenly assigned and transferred to M&T

*all right, title, and interest in and to* those Assets instead of granting to M&T just *a security interest* in those Assets.

After discovering the inadvertent and unintentional mistake, Heartland Brewery discussed the matter with M&T. The parties agreed to correct the mutual inadvertent and unintentional mistake. Accordingly, Heartland Brewery respectfully requests that the U.S. Patent and Trademark Office accept the attached “**Substitute and Corrective Intellectual Property Security Interest Agreement**” (attached here as Appendix B) which corrects the PTCL Agreement.

In addition to the executed and notarized **Substitute and Corrective Intellectual Property Security Interest Agreement**, the parties have attached two declarations – one for each of the parties involved in the error:

1. Declaration of Jonathan Bloostein, President and CEO of Heartland Brewery, Inc.
2. Declaration of Frederic M. Umane, an attorney for Manufacturers and Traders Trust Company (a partner at Zeichner Ellman & Krause LLP)

*See* Appendices C and D attached hereto.

Both before and after the PTCL Agreement was signed on September 4, 2013, Heartland Brewery and M&T have operated as if the PTCL Agreement only granted to M&T a security interest in the Assets, as the parties intended. Therefore, correcting the assignment and ownership records of the USPTO database will carry out the intentions of the parties and correct the error that has resulted in M&T being listed as the “owner” of the Registrations. Heartland Brewery is actually the owner of the Registrations and M&T has only a security interest in the Registrations.

We appreciate your assistance with this matter. Please let us know if you have any questions.

Dated: New York, New York  
May 22, 2015

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

By:         /Marc Lieberstein/        

Marc Lieberstein

1114 Avenue of the Americas, 21<sup>st</sup> Floor

New York, New York 10036

*Attorneys for Heartland Brewery, Inc.*

# **APPENDIX A**

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT


WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_ day of August, 2013.

HEARTLAND BREWERY, INC.

By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

Witness:  
  
\_\_\_\_\_





# Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change. For current fees check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write to the Copyright Office, or call (202) 707-3000.

### For Recordation of Documents

Volume \_\_\_\_\_ Document \_\_\_\_\_

Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: *Please record the accompanying original document or properly certified copy thereof.*

**1** First party name given in the document Heartland Brewery, Inc.  
(IMPORTANT: Please read instruction for this and other spaces)

**2** First title given in the document Bavarian Black Lager, Heartland Brewery

**3** Total number of titles in the document 15

**4** Amount of fee calculated 135.00

**5** Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number \_\_\_\_\_

Deposit account name \_\_\_\_\_

**6** Completeness of document  Document is complete by its own terms  Document is not complete. Record "as is."

**IMPORTANT NOTE:** A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

**7** Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.  
**NOTE:** This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly authorized agent of Heartland Brewery, Inc.

**8** Return to: Name Diane Damiano

Number/street 1773 Western Avenue Apt./suite \_\_\_\_\_

City Albany State NY Zip 12203

Phone number 518-452-1873 Fax number 518-452-0822

Email accessin@sprynet.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000  
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

Exhibit I

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 


Print Name: Jonathan Bloostein  
Print Title: President and CEO

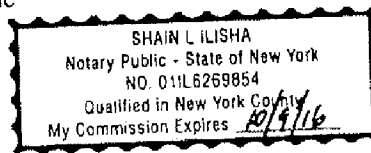
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UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

### 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.

**1. Name of conveying party(ies):**

Heartland Brewery, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 09/30/2013  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Manufacturers and Traders Trust Company  
Street Address: 350 Park Avenue  
City: New York  
State: New York  
Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
85965227, 78938920, 78636233, 78635848, 78193814,  
78187884, 75079388, 75076226, 75076225

B. Trademark Registration No.(s)  
Additional sheet(s) attached?  Yes  No

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

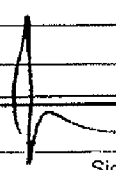
**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diane Damiano  
Internal Address: \_\_\_\_\_  
United Corporate Services, Inc.  
Street Address: \_\_\_\_\_  
100 State Street, Suite 800  
City: Albany  
State: New York Zip: 12207  
Phone Number: 518-452-1873  
Docket Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$240.00  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  
  
Signature  
Jonathan Blustein  
Name of Person Signing

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

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 1450, Alexandria, VA 22313-1450

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 


Print Name: Jonathan Bloostein  
Print Title: President and CEO

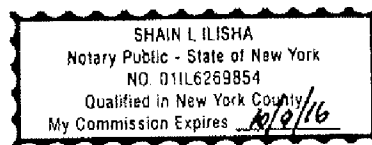
Witness:  
  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Schedule A

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423



## **APPENDIX B**

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.

**1. Name of conveying party(ies):**

Heartland Brewery, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 08/30/2013

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Manufacturers and Traders Trust Company

Street Address: 350 Park Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

85965227, 78938920, 78636233, 78635848, 78193814, 78187884, 75079388, 75076226, 75076225

B. Trademark Registration No.(s)

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: Diane Damiano

Internal Address: \_\_\_\_\_

United Corporate Services, Inc.

Street Address: \_\_\_\_\_

100 State Street, Suite 800

City: Albany

State: New York Zip: 12207

Phone Number: 518-452-1873

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Jonathan Blustein

Signature

Name of Person Signing

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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 1450, Alexandria, VA 22313-1450

**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

ASSIGNMENT made as of this 4th day of September, 2013 by Heartland Brewery, Inc., a New York corporation having its principal place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Assignor"), and Manufacturer and Traders Trust Company, having an office at 350 Park Avenue, New York, New York 10022 (the "Assignee").

**W I T N E S S E T H**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Assignor by Assignee, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Assignee (the "Loan Documents"), Assignor has agreed to pledge and assign to Assignee all of Assignor's right, title and interest in certain patents, patent rights, patent applications, continuation in part and improvements (collectively, "Patents"); trademarks, service marks, tradenames, service trademark applications and service tradenames (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Schedule "A" of the Patents, Trademarks, Licenses and Copyrights Assignment executed on the date hereof, a copy of which appears as Exhibit 1 and will be forwarded to the designated office of U.S. Patent, Trademark or Copyright office for filing; (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets");

NOW, THEREFORE, as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Assignor, due or to become due, now existing or hereafter arising or incurred for the Indebtedness (as defined in the Loan Documents) of Assignor to Assignee, and now or hereafter payable to or held by the Assignee for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Assignor hereby irrevocably pledges, assigns, transfers and sets over to the Assignee, and grants to the Assignee all right, title and interest of the Assignor in and to the Assets;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee in accordance with the terms and provisions hereof.

1. The Assignor represents, warrants and covenants to the Assignee as follows:  
(a) The Assets are owned and held by the Assignor, and assigned to the Assignee, free and clear of debts, pledges, liens, charges and other encumbrances; (b) Assignor has not made and will make no sale, assignment, pledge, grant of any option, transfer, license or other encumbrance of the Assets;

(c) The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Assets or any part thereof; (d) Assignor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (e) There are no actions, suits or proceedings pending, or to the knowledge of the Assignor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (f) The Assignor shall give prompt written notice to the Assignee of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Assignor's sole cost and expense. Unless and until an Event of Default (as defined below) shall occur, the Assignee shall exclusively license to Assignor the right to use the Assets in the ordinary course of Assignor's business, but Assignor shall not be permitted to sell, assign, transfer, license or otherwise encumber the Assets or any part thereof without the prior written consent of the Assignee in each instance.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Assignor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Assignor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Assignee shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default, Assignor's exclusive license under the Assets, as set forth in this Agreement, shall terminate and the Assignee shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Assignee shall, but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Indebtedness in such order as Assignee may determine. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. In the event Assignee decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Assignee decides to sell or dispose of the Assets, Assignee may, to the extent

permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relation hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Documents.

4. Assignor hereby irrevocably authorizes and empowers Assignee, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Assignment shall not operate to impose any liability or responsibility whatsoever upon the Assignee or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Assignor or for the performance of any of the Assignor's obligations in connection with the Assets for which the Assignor shall remain liable with the same effect as though this Assignment had not been given. The Assignor hereby agrees to indemnify, hold harmless and defend the Assignee from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Assignee shall have no duty of care with respect to the Assets, except that Assignee shall exercise reasonable care with respect to Assets in Assignee's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Assignee accords its own property, or if Assignee takes such action with respect to the Assets as the Assignor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Assignor shall be deemed a failure to exercise reasonable care, nor shall Assignee's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Assignee's custody.

8. Neither any failure nor any delay on the part of the Assignee in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Assignee from any of the terms or conditions thereof, shall in any event effect any rights of Assignee under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. The Assignor hereby authorizes the U.S. Copyright Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

10. The Assignor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

11. The Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future Assets and shall cooperate in all requests of Assignee for the assignment to Assignee of such future Assets.

This Assignment is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires. This Assignment cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Assignor and its successors and assigns.

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.


Without limiting the right of the Assignee to bring any action or proceeding against the Assignor or against property of the Assignor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Assignor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Assignor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Assignor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Assignor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Assignor

will have thirty days from such completion of service in which to respond in the manner provided by law. The Assignor may also be served in any other manner permitted by law, in which event the Assignor's time to respond shall be the time provided by law.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor  
has duly executed this Assignment, as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By:   
Name: Jonathan Bloostein  
Title: President and CEO



COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloostein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

Patents

None.

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



**SUBSTITUTE AND CORRECTIVE INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

**THIS SUBSTITUTE AND CORRECTIVE INTELLECTUAL PROPERTY SECURITY AGREEMENT**, effective as of September 4, 2013 (“**Substitute & Corrective Agreement**”), is made by and between Heartland Brewery, Inc., a New York corporation with a place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the “Grantor”) and Manufacturers and Traders Trust Company, a New York banking corporation with a place of business at 350 Park Avenue, New York, New York 10022 (the “Grantee”). Grantor and Grantee will be collectively referred to as the “Parties,” and individually as a “Party.”

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Patent, Trademarks, Copyrights & Licenses Security Agreement dated September 4, 2013 (including all exhibits, schedules, and annexes thereto, the “**PTCL Agreement**”), in which Grantor inadvertently and unintentionally assigned and transferred to Grantee all right, title, and interest in and to certain Assets (as defined in the PTCL Agreement);

**WHEREAS**, Grantee agrees that the assignment and transfer to Grantee in the PTCL Agreement of all right, title, and interest in and to certain Assets was an inadvertent and unintentional transfer, and that Grantee inadvertently accepted the assignment and transfer from Grantor of all right, title, and interest in and to those Assets;

**WHEREAS**, Grantor desired and intended on September 4, 2013 to grant to Grantee a security interest in the Assets, as opposed to assigning all right, title, and interest in and to the Assets, and Grantee desired and intended on September 4, 2013 to accept from Grantor a security interest in the Assets, as opposed to an assignment of all right, title, and interest in and to the Assets; and

**WHEREAS**, the Parties both desire and are willing to correct their mutual inadvertent and unintentional transfer and substitute this **Substitute & Corrective Agreement** for the PTCL Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the PTCL Agreement attached hereto as Exhibit 1.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of the credit and/or other financial accommodations extended to Grantor by Grantee, as evidenced in the Loan Documents (collectively, the “Secured Liabilities”) Grantor hereby grants to Grantee a continuing first priority security interest in all of Grantor’s right, title and interest in and to the Assets, whether presently existing or hereafter created or acquired.

(a) **Grantor's Representations and Warranties.** Grantor represents and warrants to the Grantee that, to the best of Grantor's knowledge, Grantor has all right, title, and interest in, each Patent, Trademark and/or Copyright listed in Schedule A1 attached to this **Substitute & Corrective Agreement** (hereinafter, the "Updated Assets"). This **Substitute & Corrective Agreement** serves, to the extent set forth herein, to revoke the relevant provisions of the prior executed PTCL Agreement in their entirety, and in their place create for Grantee a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Grantee in the Assets and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this **Substitute & Corrective Agreement** with the United States Patent and Trademark Office and the United States Copyright Office, all action necessary or desirable to protect and perfect the Grantee's lien on Grantor's Assets shall have been duly taken.

(b) **Mutual Release.** The Parties hereby release one another from any and all claims that may have been available to either Party that arise out of, or are otherwise associated with, any loss of Assets listed in Schedule A of the PTCL Agreement (see Exhibit 1) by virtue of the mutual inadvertent and unintentional transfer described in this **Substitute & Corrective Agreement**, including but not limited to the trademark THE TAPSTER, U.S. Trademark Application Serial No. 85965227.

3. **Covenants.** Grantor covenants and agrees with the Grantee that from and after September 4, 2013 and until the Termination Date (defined in Section 8 below):

(a) Grantor shall notify the Grantee promptly if Grantor knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event that Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Asset with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Grantor shall give notice to Grantee within ten (10) business days thereof, and, upon request of the Grantee, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Grantee) to evidence Grantee's lien on such Assets.

(c) Grantor shall take all actions necessary or requested by the Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the valid Assets (now or hereafter existing),

including the filing of applications for renewal; affidavits of use; affidavits of noncontestability; and opposition, interference, and cancellation proceedings.

(d) In the event that any of the Assets are infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly, but in any event within ten (10) business days notify the Grantee after Grantor learns thereof. Grantor may, unless Grantor reasonably determines that such Assets are in no way material to the conduct of its business or operations, promptly take action for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Grantee shall deem appropriate under the circumstances to protect such Assets.

4. **Reinstatement.** This **Substitute & Corrective Agreement** shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored, or returned, the Secured Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored, or returned.

5. **Recitals.** The WHEREAS clauses and recitals above are incorporated fully into this **Substitute & Corrective Agreement**.

6. **Revocation.** For purposes of clarity and avoidance of doubt, the Parties desired and intended at all times, including on September 4, 2013, that Grantee would receive a security interest in the Assets, as opposed to Grantor assigning all right, title, and interest in and to the Assets to Grantee. Accordingly, and to the extent any assignment of all right, title, and interest in and to the Assets was made by Grantor to Grantee, including the assignment set forth in the PTCL Agreement (see Exhibit 1 attached hereto), such assignment is hereby expressly revoked by Grantor so that the purpose of this **Substitute & Corrective Agreement** can be effected, namely, that Grantee receives from Grantor a security interest in the Assets, and that the Updated Assets listed in Schedule A1 attached hereto substitute for and fully replace the Assets listed in Schedule A of the PTCL Agreement. To the extent there are any terms or contrary provisions in the PTCL Agreement or in any Loan Documents specified in the PTCL Agreement, the terms of this **Substitute & Corrective Agreement** shall govern.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the Parties by the other Party, or whenever either of the Parties desires to

give and serve upon the other Party any communication with respect to this **Substitute & Corrective Agreement**, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the PTCL Agreement.

8. **Inconsistent Agreements; Effectiveness**. In the event of a conflict, inconsistency or ambiguity between the provisions of this **Substitute & Corrective Agreement** and the provisions of the PTCL Agreement, the provisions of this **Substitute & Corrective Agreement** will prevail. Except for any substitutions and corrections specifically set forth in this **Substitute & Corrective Agreement** or in the schedules and/or exhibits, the PTCL remains in full force and effect.

9. **Termination**. This **Substitute & Corrective Agreement** shall terminate upon the indefeasible payment in full, performance and discharge of the Secured Liabilities ("Termination Date").

10. **Governing Law**. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS **SUBSTITUTE & CORRECTIVE AGREEMENT** AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Substitute & Corrective Agreement effective September 4, 2013.

HEARTLAND BREWERY, INC.

By: 

Jon Bloostein,  
President and CEO

Date: May \_\_\_\_, 2015

MANUFACTURERS AND TRADERS  
TRUST COMPANY

By: 

Jared B. Morris,  
Vice President

Date: May 15, 2015



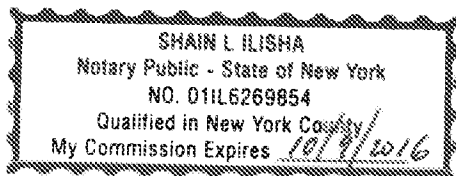
COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 14 day of May in the year 2015, before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloostein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

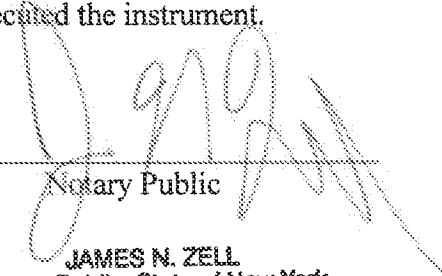


Notary Public



STATE OF NEW YORK  
COUNTY OF NEW YORK

On the 15<sup>TH</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said State, personally appeared Jared B. Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JAMES N. ZELL  
Notary Public, State of New York  
No. 02ZE6022687  
Qualified in Kings County  
Commission Expires June 24, 2015

**Exhibit 1**  
Patents, Trademarks, Copyrights and Licenses Security Agreement

**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

ASSIGNMENT made as of this 4th day of September, 2013 by Heartland Brewery, Inc., a New York corporation having its principal place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Assignor"), and Manufacturer and Traders Trust Company, having an office at 350 Park Avenue, New York, New York 10022 (the "Assignee").

**WITNESSETH**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Assignor by Assignee, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Assignee (the "Loan Documents"), Assignor has agreed to pledge and assign to Assignee all of Assignor's right, title and interest in certain patents, patent rights, patent applications, continuation in part and improvements (collectively, "Patents"); trademarks, service marks, tradenames, service trademark applications and service tradenames (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Schedule "A" of the Patents, Trademarks, Licenses and Copyrights Assignment executed on the date hereof, a copy of which appears as Exhibit 1 and will be forwarded to the designated office of U.S. Patent, Trademark or Copyright office for filing; (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets");

NOW, THEREFORE, as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Assignor, due or to become due, now existing or hereafter arising or incurred for the Indebtedness (as defined in the Loan Documents) of Assignor to Assignee, and now or hereafter payable to or held by the Assignee for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Assignor hereby irrevocably pledges, assigns, transfers and sets over to the Assignee, and grants to the Assignee all right, title and interest of the Assignor in and to the Assets;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee in accordance with the terms and provisions hereof.

1. The Assignor represents, warrants and covenants to the Assignee as follows:
  - (a) The Assets are owned and held by the Assignor, and assigned to the Assignee, free and clear of debts, pledges, liens, charges and other encumbrances;
  - (b) Assignor has not made and will make no sale, assignment, pledge, grant of any option, transfer, license or other encumbrance of the Assets;

(c) The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Assets or any part thereof; (d) Assignor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, *et seq.*, 35 U.S.C. § 101 *et seq.*, and any other applicable statutes, rules and regulations in connection with its use of the Assets; (e) There are no actions, suits or proceedings pending, or to the knowledge of the Assignor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (f) The Assignor shall give prompt written notice to the Assignee of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Assignor's sole cost and expense.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Assignor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Assignor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Assignee shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default, Assignor's exclusive license under the Assets, as set forth in this Agreement, shall terminate and the Assignee shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Assignee shall, but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Indebtedness in such order as Assignee may determine. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. In the event Assignee decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Assignee decides to sell or dispose of the Assets, Assignee may, to the extent

permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relation hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Documents.

4. Assignor hereby irrevocably authorizes and empowers Assignee, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Assignment shall not operate to impose any liability or responsibility whatsoever upon the Assignee or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Assignor or for the performance of any of the Assignor's obligations in connection with the Assets for which the Assignor shall remain liable with the same effect as though this Assignment had not been given. The Assignor hereby agrees to indemnify, hold harmless and defend the Assignee from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Assignee shall have no duty of care with respect to the Assets, except that Assignee shall exercise reasonable care with respect to Assets in Assignee's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Assignee accords its own property, or if Assignee takes such action with respect to the Assets as the Assignor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Assignor shall be deemed a failure to exercise reasonable care, nor shall Assignee's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Assignee's custody.

8. Neither any failure nor any delay on the part of the Assignee in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Assignee from any of the terms or conditions thereof, shall in any event effect any rights of Assignee under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. The Assignor hereby authorizes the U.S. Copyright Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

10. The Assignor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

11. The Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future Assets and shall cooperate in all requests of Assignee for the assignment to Assignee of such future Assets.

This Assignment is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires. This Assignment cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Assignor and its successors and assigns.

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Without limiting the right of the Assignee to bring any action or proceeding against the Assignor or against property of the Assignor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Assignor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Assignor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Assignor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Assignor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Assignor


will have thirty days from such completion of service in which to respond in the manner provided by law. The Assignor may also be served in any other manner permitted by law, in which event the Assignor's time to respond shall be the time provided by law.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor  
has duly executed this Assignment, as of the 30<sup>th</sup> day of August, 2013.

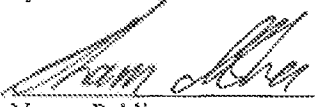
HEARTLAND BREWERY, INC.

By:   
Name: Jonathan Bloostein  
Title: President and CEO

COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloostein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

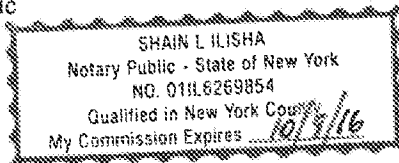


Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT


WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_\_ day of August, 2013.

HEARTLAND BREWERY, INC.

By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

Witness:  
\_\_\_\_\_

Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Oktoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

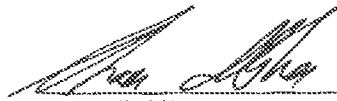
Patents

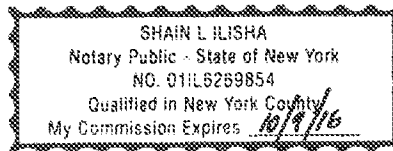
None.

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public





# Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.  
For current fees check the Copyright Office website at  
[www.copyright.gov](http://www.copyright.gov), write to the Copyright Office,  
or call (202) 707-3000.

### For Recordation of Documents

Volume \_\_\_\_\_ Document \_\_\_\_\_

Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: *Please record the accompanying original document or properly certified copy thereof.*

1 First party name given in the document Heartland Brewery, Inc.  
(IMPORTANT: Please read instructions for this and other pages.)

2 First title given in the document Bavarian Black Lager, Heartland Brewery

3 Total number of titles in the document 15

4 Amount of fee calculated 135.00

5 Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number \_\_\_\_\_

Deposit account name \_\_\_\_\_

6 Completeness of document  Document is complete by its own terms  Document is not complete. Record "as is."  
IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.  
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly authorized agent of Heartland Brewery, Inc.

8 Return to: Name Diane Damiano

Number/street 1773 Western Avenue Apt/suite \_\_\_\_\_

City Albany State NY Zip 12203

Phone number 518-452-1873 Fax number 518-452-0822

Email accessin@sprynet.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000  
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

Exhibit 1

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WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 

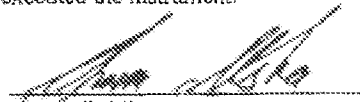
Print Name: Jonathan Bloostein  
Print Title: President and CEO

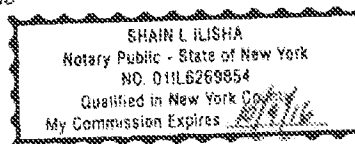
Witness:  
  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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





Schedule A

Copyrights

Title	Copyright Number	Date
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Booz, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stampkin	VA0001319700	2004

### 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.

**1. Name of conveying party(ies):**

Heartland Brewery, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 08/30/2013

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Manufacturers and Traders Trust Company

Street Address: 350 Park Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

85965227, 78936920, 76636233, 76635848, 78193814, 76187884, 75079386, 75076226, 75076225

B. Trademark Registration No.(s)

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: Diane Damiano

Internal Address: \_\_\_\_\_

United Corporate Services, Inc.

Street Address: \_\_\_\_\_

100 State Street, Suite 800

City: Albany

State: New York

Zip: 12207

Phone Number: 518-452-1873

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Jonathan Blodstein

Signature

Name of Person Signing

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

Date \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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 1450, Alexandria, VA 22313-1450

Exhibit 1

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HEARTLAND BREWERY, INC.

By: \_\_\_\_\_

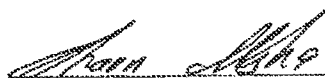
Print Name: Jonathan Bloostein  
Print Title: President and CEO

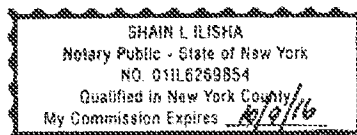
Witness:  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Schedule A

Trademarks

Word Mark	Serial Number	Registration Number
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78197884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

**Schedule A1**

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
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Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

Patents

None.

## **APPENDIX C**

DECLARATION OF JONATHAN BLOOSTEIN

I, JONATHAN BLOOSTEIN, declare under penalty of perjury under the laws of the United States:

1. I am above the age of twenty-one (21) years, am competent to make this declaration, and am not subject to any legal disabilities.
2. I am the CEO of Heartland Brewery, Inc. ("Heartland Brewery") and have held this position since July 1994. I make the following declaration based on my personal knowledge, upon information provided to me by employees who report to me as part of their normal business duties, and upon review of documents and information maintained by Heartland Brewery in the regular course of its business.
3. I make this declaration in order to correct an inadvertent and unintentional mistake made by Heartland Brewery in the execution of an agreement between Heartland Brewery and Manufacturers and Traders Trust Company (hereinafter, "M&T") dated September 4, 2013. That agreement, titled "Patent, Trademarks, Copyrights & Licenses Security Agreement" (the "PTCL Agreement"), is attached hereto as Exhibit A.
4. At all times, Heartland Brewery intended, through the PTCL Agreement, to grant M&T a security interest in certain intellectual property assets owned and held by Heartland Brewery. The "Assets" are defined in the PTCL Agreement. *See Exhibit A*. The security interest is collateral for a loan to Heartland Brewery from M&T. However, in the PTCL Agreement, Heartland Brewery inadvertently and mistakenly assigned and transferred to M&T *all right, title, and interest in and to* those Assets instead of granting to M&T *a security interest* in those Assets.



5. After discovering the inadvertent and unintentional mistake, Heartland Brewery discussed the matter with M&T.

6. Both before and after the PTCL Agreement was signed on September 4, 2013, Heartland Brewery and M&T have operated as if the PTCL Agreement only granted to M&T a security interest in the Assets, as the parties intended.

7. Heartland Brewery is now working with M&T to correct the mutual inadvertent and unintentional mistake. In addition to submitting this declaration, the parties are filing the Substitute and Corrective Intellectual Property Security Interest Agreement (attached hereto as Exhibit B) for the PTCL Agreement.

Executed in New York, New York, this 14 day of May, 2015:

  
\_\_\_\_\_  
JONATHAN BLOOSTEIN

**EXHIBIT A**

**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

ASSIGNMENT made as of this 4th day of September, 2013 by Heartland Brewery, Inc., a New York corporation having its principal place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Assignor"), and Manufacturer and Traders Trust Company, having an office at 350 Park Avenue, New York, New York 10022 (the "Assignee").

**WITNESSETH**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Assignor by Assignee, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Assignee (the "Loan Documents"), Assignor has agreed to pledge and assign to Assignee all of Assignor's right, title and interest in certain patents, patent rights, patent applications, continuation in part and improvements (collectively, "Patents"); trademarks, service marks, tradenames, service trademark applications and service tradenames (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Schedule "A" of the Patents, Trademarks, Licenses and Copyrights Assignment executed on the date hereof, a copy of which appears as Exhibit 1 and will be forwarded to the designated office of U.S. Patent, Trademark or Copyright office for filing; (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets");

NOW, THEREFORE, as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Assignor, due or to become due, now existing or hereafter arising or incurred for the Indebtedness (as defined in the Loan Documents) of Assignor to Assignee, and now or hereafter payable to or held by the Assignee for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Assignor hereby irrevocably pledges, assigns, transfers and sets over to the Assignee, and grants to the Assignee all right, title and interest of the Assignor in and to the Assets;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee in accordance with the terms and provisions hereof.

1. The Assignor represents, warrants and covenants to the Assignee as follows:  
(a) The Assets are owned and held by the Assignor, and assigned to the Assignee, free and clear of debts, pledges, liens, charges and other encumbrances; (b) Assignor has not made and will make no sale, assignment, pledge, grant of any option, transfer, license or other encumbrance of the Assets;

(e) The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Assets or any part thereof; (d) Assignor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (e) There are no actions, suits or proceedings pending, or to the knowledge of the Assignor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (f) The Assignor shall give prompt written notice to the Assignee of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Assignor's sole cost and expense.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Assignor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Assignor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Assignee shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default, Assignor's exclusive license under the Assets, as set forth in this Agreement, shall terminate and the Assignee shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Assignee shall, but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Indebtedness in such order as Assignee may determine. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. In the event Assignee decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Assignee decides to sell or dispose of the Assets, Assignee may, to the extent

permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relation hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Documents.

4. Assignor hereby irrevocably authorizes and empowers Assignee, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Assignment shall not operate to impose any liability or responsibility whatsoever upon the Assignee or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Assignor or for the performance of any of the Assignor's obligations in connection with the Assets for which the Assignor shall remain liable with the same effect as though this Assignment had not been given. The Assignor hereby agrees to indemnify, hold harmless and defend the Assignee from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Assignee shall have no duty of care with respect to the Assets, except that Assignee shall exercise reasonable care with respect to Assets in Assignee's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Assignee accords its own property, or if Assignee takes such action with respect to the Assets as the Assignor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Assignor shall be deemed a failure to exercise reasonable care, nor shall Assignee's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Assignee's custody.

8. Neither any failure nor any delay on the part of the Assignee in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Assignee from any of the terms or conditions thereof, shall in any event effect any rights of Assignee under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. The Assignor hereby authorizes the U.S. Copyright Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

10. The Assignor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

11. The Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future Assets and shall cooperate in all requests of Assignee for the assignment to Assignee of such future Assets.

This Assignment is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires. This Assignment cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Assignor and its successors and assigns.

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Without limiting the right of the Assignee to bring any action or proceeding against the Assignor or against property of the Assignor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Assignor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Assignor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Assignor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Assignor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Assignor

will have thirty days from such completion of service in which to respond in the manner provided by law. The Assignor may also be served in any other manner permitted by law, in which event the Assignor's time to respond shall be the time provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor  
has duly executed this Assignment, as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 

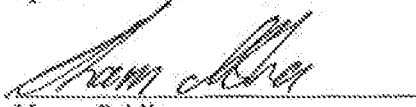
Name: Jonathan Bloostein  
Title: President and CEO



COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloestein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

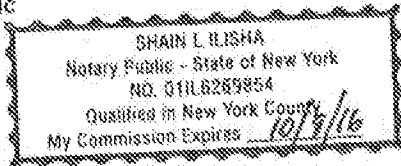


Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_\_ day of August, 2013.

HEARTLAND BREWERY, INC.

By: 

Print Name: Jonathan Bloosstein  
Print Title: President and CEO

Witness:  
\_\_\_\_\_

Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
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Octoberfest	VA0000780696	1995
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Old Red Nose Ale	VA0001204004	1997
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Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
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Patents

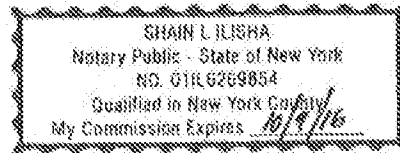
None.

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public





**Document Cover Sheet**  
UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.  
For current fees check the Copyright Office website at  
[www.copyright.gov](http://www.copyright.gov), write to the Copyright Office,  
or call (202) 707-3000.

**For Recordation of Documents**

Volume ..... Document .....

Volume ..... Document .....

Date of recordation M ..... D ..... Y .....  
(DATELINE BY THE COPYRIGHT OFFICE)

Funds received .....

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Heartland Brewery, Inc.  
(QUESTION: State and abbreviations for US and other states)

2 First title given in the document Bavarian Black Lager, Heartland Brewery

3 Total number of titles in the document 15

4 Amount of fee calculated 135.00

5 Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number .....

Deposit account name .....

6 Completeness of document  Document is complete by its own terms  Document is not complete. Record "as is."  
IMPORTANT NOTE: A request to record a document "as is" under 37 CFR § 201.2(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.  
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature ..... Date .....

Duly authorized agent of Heartland Brewery, Inc.

8 Return to: Name Diane Damiano

Number/street 173 Western Avenue Apt./suite .....

City Albany State NY Zip 12203

Phone number 518-452-1873 Fax number 518-452-0822

Email accessin@sprynet.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20540-6000  
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 


Print Name: Jonathan Bloostein  
Print Title: President and CEO

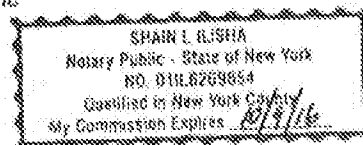
Witness:  
  
.....

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK.

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



## Schedule A

## Copyrights

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Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
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OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319703	2004



### 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.

**1. Name of conveying party(ies):**

Heartland Brewery, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 08/30/2013

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Manufacturers and Traders Trust Company

Street Address: 350 Park Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Bank 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

85986227, 78936920, 78636233, 78635848, 76193814, 78167884, 75076286, 75076226, 75076225

B. Trademark Registration No.(s)

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: Diane Damiano

Internal Address:

United Corporate Services, Inc.

Street Address:  
100 State Street, Suite 800

City: Albany

State: New York Zip: 12207

Phone Number: 518-452-1873

Docket Number:

Email Address:

9. Signature:

Jonathan Blumstein  
Signature  
Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name

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 1458, Alexandria, VA 22315-1450

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 


Print Name: Jonathan Bloostein  
Print Title: President and CEO

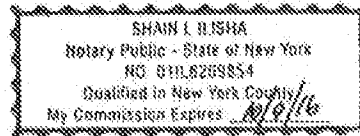
Witness:  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Schedule A

Trademarks

Word Mark	Serial Number	Registration Number
The Tapster	85965227	None
Slobber	78938920	3284973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773736
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2556424
Heartland Brewery Real Beer	75076225	2356423

**EXHIBIT B**

**SUBSTITUTE AND CORRECTIVE INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

**THIS SUBSTITUTE AND CORRECTIVE INTELLECTUAL PROPERTY SECURITY AGREEMENT**, effective as of September 4, 2013 ("**Substitute & Corrective Agreement**"), is made by and between Heartland Brewery, Inc., a New York corporation with a place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Grantor") and Manufacturers and Traders Trust Company, a New York banking corporation with a place of business at 350 Park Avenue, New York, New York 10022 (the "Grantee"). Grantor and Grantee will be collectively referred to as the "Parties," and individually as a "Party."

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Patent, Trademarks, Copyrights & Licenses Security Agreement dated September 4, 2013 (including all exhibits, schedules, and annexes thereto, the "**PTCL Agreement**"), in which Grantor inadvertently and unintentionally assigned and transferred to Grantee all right, title, and interest in and to certain Assets (as defined in the PTCL Agreement);

**WHEREAS**, Grantee agrees that the assignment and transfer to Grantee in the PTCL Agreement of all right, title, and interest in and to certain Assets was an inadvertent and unintentional transfer, and that Grantee inadvertently accepted the assignment and transfer from Grantor of all right, title, and interest in and to those Assets;

**WHEREAS**, Grantor desired and intended on September 4, 2013 to grant to Grantee a security interest in the Assets, as opposed to assigning all right, title, and interest in and to the Assets, and Grantee desired and intended on September 4, 2013 to accept from Grantor a security interest in the Assets, as opposed to an assignment of all right, title, and interest in and to the Assets; and

**WHEREAS**, the Parties both desire and are willing to correct their mutual inadvertent and unintentional transfer and substitute this **Substitute & Corrective Agreement** for the PTCL Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the PTCL Agreement attached hereto as Exhibit I.
2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of the credit and/or other financial accommodations extended to Grantor by Grantee, as evidenced in the Loan Documents (collectively, the "Secured Liabilities") Grantor hereby grants to Grantee a continuing first priority security interest in all of Grantor's right, title and interest in and to the Assets, whether presently existing or hereafter created or acquired.

(a) **Grantor's Representations and Warranties.** Grantor represents and warrants to the Grantee that, to the best of Grantor's knowledge, Grantor has all right, title, and interest in, each Patent, Trademark and/or Copyright listed in Schedule A1 attached to this **Substitute & Corrective Agreement** (hereinafter, the "Updated Assets"). This **Substitute & Corrective Agreement** serves, to the extent set forth herein, to revoke the relevant provisions of the prior executed PTCL Agreement in their entireties, and in their place create for Grantee a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Grantee in the Assets and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this **Substitute & Corrective Agreement** with the United States Patent and Trademark Office and the United States Copyright Office, all action necessary or desirable to protect and perfect the Grantee's lien on Grantor's Assets shall have been duly taken.

(b) **Mutual Release.** The Parties hereby release one another from any and all claims that may have been available to either Party that arise out of, or are otherwise associated with, any loss of Assets listed in Schedule A of the PTCL Agreement (see Exhibit I) by virtue of the mutual inadvertent and unintentional transfer described in this **Substitute & Corrective Agreement**, including but not limited to the trademark THE TAPSTER, U.S. Trademark Application Serial No. 85965227.

3. **Covenants.** Grantor covenants and agrees with the Grantee that from and after September 4, 2013 and until the Termination Date (defined in Section 8 below):

(a) Grantor shall notify the Grantee promptly if Grantor knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event that Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Asset with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Grantor shall give notice to Grantee within ten (10) business days thereof, and, upon request of the Grantee, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Grantee) to evidence Grantee's lien on such Assets.

(c) Grantor shall take all actions necessary or requested by the Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the valid Assets (now or hereafter existing),

including the filing of applications for renewal; affidavits of use; affidavits of noncontestability; and opposition, interference, and cancellation proceedings.

(d) In the event that any of the Assets are infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly, but in any event within ten (10) business days notify the Grantee after Grantor learns thereof. Grantor may, unless Grantor reasonably determines that such Assets are in no way material to the conduct of its business or operations, promptly take action for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Grantee shall deem appropriate under the circumstances to protect such Assets.

4. **Reinstatement.** This **Substitute & Corrective Agreement** shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored, or returned, the Secured Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored, or returned.

5. **Recitals.** The WHEREAS clauses and recitals above are incorporated fully into this **Substitute & Corrective Agreement**.

6. **Revocation.** For purposes of clarity and avoidance of doubt, the Parties desired and intended at all times, including on September 4, 2013, that Grantee would receive a security interest in the Assets, as opposed to Grantor assigning all right, title, and interest in and to the Assets to Grantee. Accordingly, and to the extent any assignment of all right, title, and interest in and to the Assets was made by Grantor to Grantee, including the assignment set forth in the PTCL Agreement (see **Exhibit I** attached hereto), such assignment is hereby expressly revoked by Grantor so that the purpose of this **Substitute & Corrective Agreement** can be effected, namely, that Grantee receives from Grantor a security interest in the Assets, and that the Updated Assets listed in Schedule A1 attached hereto substitute for and fully replace the Assets listed in Schedule A of the PTCL Agreement. To the extent there are any terms or contrary provisions in the PTCL Agreement or in any Loan Documents specified in the PTCL Agreement, the terms of this **Substitute & Corrective Agreement** shall govern.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the Parties by the other Party, or whenever either of the Parties desires to



give and serve upon the other Party any communication with respect to this **Substitute & Corrective Agreement**, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the PTCL Agreement.

8. **Inconsistent Agreements; Effectiveness.** In the event of a conflict, inconsistency or ambiguity between the provisions of this **Substitute & Corrective Agreement** and the provisions of the PTCL Agreement, the provisions of this **Substitute & Corrective Agreement** will prevail. Except for any substitutions and corrections specifically set forth in this **Substitute & Corrective Agreement** or in the schedules and/or exhibits, the PTCL remains in full force and effect.

9. **Termination.** This **Substitute & Corrective Agreement** shall terminate upon the indefeasible payment in full, performance and discharge of the Secured Liabilities ("Termination Date").

10. **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS **SUBSTITUTE & CORRECTIVE AGREEMENT** AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Substitute & Corrective Agreement effective September 4, 2013.

HEARTLAND BREWERY, INC.

MANUFACTURERS AND TRADERS  
TRUST COMPANY

By: \_\_\_\_\_  
Jon Bloostein,  
President and CEO

By: \_\_\_\_\_  
Jared B. Morris,  
Vice President

Date: May \_\_\_\_, 2015

Date: May \_\_\_\_, 2015

**Exhibit 1**  
Patents, Trademarks, Copyrights and Licenses Security Agreement

**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

ASSIGNMENT made as of this 4th day of September, 2013 by Heartland Brewery, Inc., a New York corporation having its principal place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Assignor"), and Manufacturers and Traders Trust Company, having an office at 350 Park Avenue, New York, New York 10022 (the "Assignee").

**WITNESSETH**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Assignor by Assignee, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Assignee (the "Loan Documents"), Assignor has agreed to pledge and assign to Assignee all of Assignor's right, title and interest in certain patents, patent rights, patent applications, continuation in part and improvements (collectively, "Patents"); trademarks, service marks, tradenames, service trademark applications and service tradenames (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Schedule "A" of the Patents, Trademarks, Licenses and Copyrights Assignment executed on the date hereof, a copy of which appears as Exhibit 1 and will be forwarded to the designated office of U.S. Patent, Trademark or Copyright office for filing; (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets");

NOW, THEREFORE, as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Assignor, due or to become due, now existing or hereafter arising or incurred for the Indebtedness (as defined in the Loan Documents) of Assignor to Assignee, and now or hereafter payable to or held by the Assignee for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Assignor hereby irrevocably pledges, assigns, transfers and sets over to the Assignee, and grants to the Assignee all right, title and interest of the Assignor in and to the Assets;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee in accordance with the terms and provisions hereof.

1. The Assignor represents, warrants and covenants to the Assignee as follows: (a) The Assets are owned and held by the Assignor, and assigned to the Assignee, free and clear of debts, pledges, liens, charges and other encumbrances; (b) Assignor has not made and will make no sale, assignment, pledge, grant of any option, transfer, license or other encumbrance of the Assets;

(c) The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Assets or any part thereof; (d) Assignor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, *et seq.*, 35 U.S.C. § 101 *et seq.*, and any other applicable statutes, rules and regulations in connection with its use of the Assets; (e) There are no actions, suits or proceedings pending, or to the knowledge of the Assignor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (f) The Assignor shall give prompt written notice to the Assignee of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Assignor's sole cost and expense.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Assignor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Assignor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Assignee shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default, Assignor's exclusive license under the Assets, as set forth in this Agreement, shall terminate and the Assignee shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Assignee shall, but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Indebtedness in such order as Assignee may determine. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. In the event Assignee decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Assignee decides to sell or dispose of the Assets, Assignee may, to the extent

permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relation hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Documents.

4. Assignor hereby irrevocably authorizes and empowers Assignee, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Assignment shall not operate to impose any liability or responsibility whatsoever upon the Assignee or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Assignor or for the performance of any of the Assignor's obligations in connection with the Assets for which the Assignor shall remain liable with the same effect as though this Assignment had not been given. The Assignor hereby agrees to indemnify, hold harmless and defend the Assignee from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Assignee shall have no duty of care with respect to the Assets, except that Assignee shall exercise reasonable care with respect to Assets in Assignee's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Assignee accords its own property, or if Assignee takes such action with respect to the Assets as the Assignor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Assignor shall be deemed a failure to exercise reasonable care, nor shall Assignee's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Assignee's custody.

8. Neither any failure nor any delay on the part of the Assignee in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Assignee from any of the terms or conditions thereof, shall in any event effect any rights of Assignee under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. The Assignor hereby authorizes the U.S. Copyright Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

10. The Assignor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

11. The Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future Assets and shall cooperate in all requests of Assignee for the assignment to Assignee of such future Assets.

This Assignment is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires. This Assignment cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Assignor and its successors and assigns.

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Without limiting the right of the Assignee to bring any action or proceeding against the Assignor or against property of the Assignor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Assignor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Assignor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Assignor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Assignor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Assignor

will have thirty days from such completion of service in which to respond in the manner provided by law. The Assignor may also be served in any other manner permitted by law, in which event the Assignor's time to respond shall be the time provided by law.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor  
has duly executed this Assignment, as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

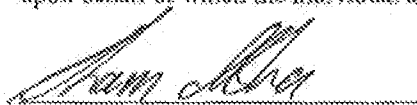
By: 

Name: Jonathan Bloostein  
Title: President and CEO

COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloustein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

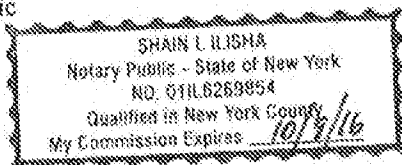


Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_\_ day of August, 2013.

HEARTLAND BREWERY, INC.

By: 

Print Name: Jonathan Bloosteijn  
Print Title: President and CEO

Witness:  
  
\_\_\_\_\_

Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Matbock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378311
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2775726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076223	2356423


Patents

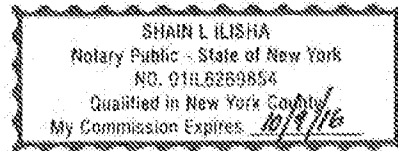
None.

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public





# Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.  
For current fees check the Copyright Office website at  
[www.copyright.gov](http://www.copyright.gov), write to the Copyright Office,  
or call (202) 707-3000.

### For Recordation of Documents

Volume \_\_\_\_\_ Document \_\_\_\_\_

Volumes \_\_\_\_\_ Document \_\_\_\_\_

Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
(AUTHORIZED BY THE COPYRIGHT OFFICE)

Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE - SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Heartland Brewery, Inc.  
(www.copyright.gov: Please read instruction for fill and other spaces)

2 First title given in the document Bavarian Black Lager, Heartland Brewery

3 Total number of titles in the document 15

4 Amount of fee calculated 135.00

5 Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number \_\_\_\_\_

Deposit account name \_\_\_\_\_

6 Completeness of document  Document is complete by its own terms  Document is not complete, Record "as is."  
IMPORTANT NOTE: A request to record a document "as is" under 37 CFR § 201.2(c)(4) is an assertion that: (a) the attachment is completely unusable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.  
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly authorized agent of Heartland Brewery, Inc.

8 Return to:

Name Diane Damiano

Number/street 1773 Western Avenue Apt./suite \_\_\_\_\_

City Albany State NY Zip 12203

Phone number 518-452-1873 Fax number 518-452-0822

Email accessin@sprynet.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000  
 INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

Exhibit I

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 


Print Name: Jonathan Bloostein  
Print Title: President and CEO

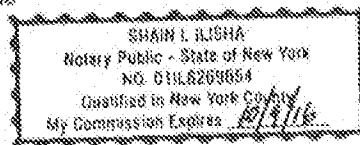
Witness:  
  
.....

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public





## Schedule A

## Copyrights

Title	Copyright Number	Date
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319899	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Bezz, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1993
Maher's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780695	1993
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1993
Stumpkin	VA0001319700	2004

### 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.

**1. Name of conveying party(ies):**

Hearland Brewery, Inc.

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation - State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 09/30/2013

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Manufacturers and Traders Trust Company

Street Address: 350 Park Avenue

City: New York

State: New York

Country: USA      Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)      Text

65985227, 78936920, 78936233, 78935846, 78193814,  
78167884, 75079338, 75078226, 75076225

B. Trademark Registration No.(s)

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: Diana Damiano

Internal Address: \_\_\_\_\_

United Corporate Services, Inc.

Street Address: \_\_\_\_\_  
100 State Street, Suite 600

City: Albany

State: New York      Zip: 12207

Phone Number: 518-452-1873

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**9. Signature:**

Jonathan Blustein  
Signature  
Name of Person Signing

Date

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

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)      \$240.00**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: \_\_\_\_\_

Print Name: Jonathan Bloenstein

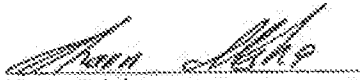
Print Title: President and CEO

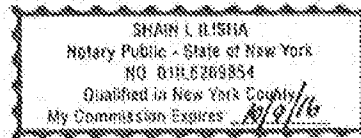
Witness:  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Schedule A

Trademarks

Word Mark	Serial Number	Registration Number
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Pumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378311
Not Tonight Honey Porter	78193814	2771961
Smiling Pumpkin Ale	78187884	2773726
Caribusker Lager	75079358	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

**Schedule A1**

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319790	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

Patents

None.

## **APPENDIX D**

DECLARATION OF FREDERIC M. UMANE

I, FREDERIC M. UMANE, declare under penalty of perjury under the laws of the United States:

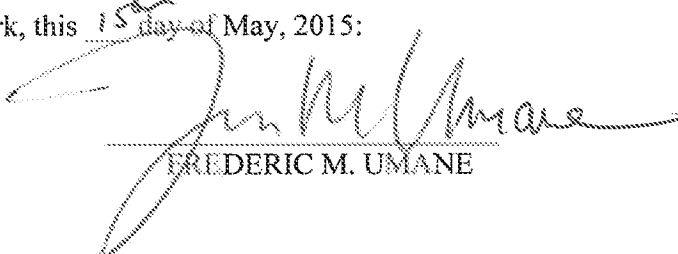
1. I am above the age of twenty-one (21) years, am competent to make this declaration, and am not subject to any legal disabilities.
2. I am a partner of Zeichner Ellman & Krause LLP, special counsel to Manufacturers and Traders Trust Company ("M&T"). I make the following declaration based on my personal knowledge, upon information provided to me by those attorneys in my office that worked on the documentation on behalf of our client, M&T and officers at M&T.
3. I make this declaration in order to correct an inadvertent and unintentional transfer made by Heartland Brewery, Inc. ("Heartland Brewery") to M&T in the execution of an agreement between Heartland Brewery and M&T dated September 4, 2013. That agreement, titled "Patent, Trademarks, Copyrights & Licenses Security Agreement" (the "PTCL Agreement"), is attached hereto as Exhibit A.
4. At all times, Heartland Brewery intended, through the PTCL Agreement, to grant M&T *a security interest* in certain intellectual property Assets owned and held by Heartland Brewery, and M&T intended to accept *a security interest* in the Assets. The "Assets" are defined in the PTCL Agreement. *See Exhibit A*. The security interest is collateral for a loan to Heartland Brewery from M&T. However, in the PTCL Agreement, Heartland Brewery inadvertently and unintentionally assigned and transferred to M&T *all right, title, and interest in and to* those Assets instead of granting to M&T *a security interest* in those Assets.



5. Both before and after the PTCL Agreement was signed on September 4, 2013, M&T and Heartland Brewery have operated as if the PTCL Agreement only granted to M&T a security interest in the Assets, as the parties intended.

6. M&T is now working with Heartland Brewery to clarify the intention of the parties and to accurately reflect the intention of the parties to create only a security interest in the specified Assets. In addition to submitting this declaration, the parties are filing the Substitute and Corrective Intellectual Property Security Interest Agreement (attached hereto as Exhibit B) for the PTCL Agreement.

Executed in New York, New York, this 15<sup>th</sup> day of May, 2015:



FREDERIC M. UMANE

**EXHIBIT A**

**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

ASSIGNMENT made as of this 4th day of September, 2013 by Heartland Brewery, Inc., a New York corporation having its principal place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Assignor"), and Manufacturer and Traders Trust Company, having an office at 350 Park Avenue, New York, New York 10022 (the "Assignee").

**WITNESSETH**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Assignor by Assignee, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Assignee (the "Loan Documents"), Assignor has agreed to pledge and assign to Assignee all of Assignor's right, title and interest in certain patents, patent rights, patent applications, continuation in part and improvements (collectively, "Patents"); trademarks, service marks, tradenames, service trademark applications and service tradenames (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Schedule "A" of the Patents, Trademarks, Licenses and Copyrights Assignment executed on the date hereof, a copy of which appears as Exhibit 1 and will be forwarded to the designated office of U.S. Patent, Trademark or Copyright office for filing; (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets");

NOW, THEREFORE, as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Assignor, due or to become due, now existing or hereafter arising or incurred for the Indebtedness (as defined in the Loan Documents) of Assignor to Assignee, and now or hereafter payable to or held by the Assignee for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Assignor hereby irrevocably pledges, assigns, transfers and sets over to the Assignee, and grants to the Assignee all right, title and interest of the Assignor in and to the Assets;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee in accordance with the terms and provisions hereof.

1. The Assignor represents, warrants and covenants to the Assignee as follows:  
(a) The Assets are owned and held by the Assignor, and assigned to the Assignee, free and clear of debts, pledges, liens, charges and other encumbrances; (b) Assignor has not made and will make no sale, assignment, pledge, grant of any option, transfer, license or other encumbrance of the Assets;

(c) The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Assets or any part thereof; (d) Assignor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (e) There are no actions, suits or proceedings pending, or to the knowledge of the Assignor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (f) The Assignor shall give prompt written notice to the Assignee of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Assignor's sole cost and expense. Unless and until an Event of Default (as defined below) shall occur, the Assignee shall exclusively license to Assignor the right to use the Assets in the ordinary course of Assignor's business, but Assignor shall not be permitted to sell, assign, transfer, license or otherwise encumber the Assets or any part thereof without the prior written consent of the Assignee in each instance.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Assignor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Assignor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Assignee shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default, Assignor's exclusive license under the Assets, as set forth in this Agreement, shall terminate and the Assignee shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Assignee shall, but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Indebtedness in such order as Assignee may determine. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. In the event Assignee decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Assignee decides to sell or dispose of the Assets, Assignee may, to the extent

permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relation hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Documents.

4. Assignor hereby irrevocably authorizes and empowers Assignee, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Assignment shall not operate to impose any liability or responsibility whatsoever upon the Assignee or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Assignor or for the performance of any of the Assignor's obligations in connection with the Assets for which the Assignor shall remain liable with the same effect as though this Assignment had not been given. The Assignor hereby agrees to indemnify, hold harmless and defend the Assignee from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Assignee shall have no duty of care with respect to the Assets, except that Assignee shall exercise reasonable care with respect to Assets in Assignee's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Assignee accords its own property, or if Assignee takes such action with respect to the Assets as the Assignor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Assignor shall be deemed a failure to exercise reasonable care, nor shall Assignee's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Assignee's custody.

8. Neither any failure nor any delay on the part of the Assignee in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Assignee from any of the terms or conditions thereof, shall in any event effect any rights of Assignee under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. The Assignor hereby authorizes the U.S. Copyright Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

10. The Assignor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

11. The Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future Assets and shall cooperate in all requests of Assignee for the assignment to Assignee of such future Assets.

This Assignment is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires. This Assignment cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Assignor and its successors and assigns.

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

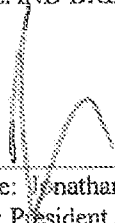
Without limiting the right of the Assignee to bring any action or proceeding against the Assignor or against property of the Assignor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Assignor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Assignor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Assignor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Assignor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Assignor

will have thirty days from such completion of service in which to respond in the manner provided by law. The Assignor may also be served in any other manner permitted by law, in which event the Assignor's time to respond shall be the time provided by law.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor  
has duly executed this Assignment, as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

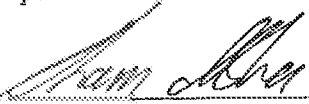
By:   
Name: Jonathan Bloostein  
Title: President and CEO



COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloostein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

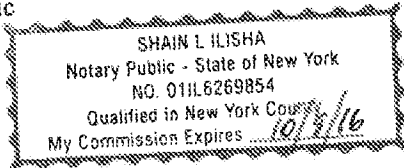


Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT


WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_\_ day of August, 2013.

HEARTLAND BREWERY, INC.

By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

Witness:

\_\_\_\_\_

Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423


Patents

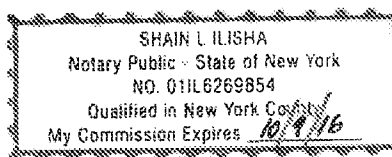
None.

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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





**Document Cover Sheet**  
UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.  
For current fees check the Copyright Office website at  
[www.copyright.gov](http://www.copyright.gov), write to the Copyright Office,  
or call (202) 707-3000.

**For Recordation of Documents**

Volume \_\_\_\_\_ Document \_\_\_\_\_

Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

**1** First party name given in the document Heartland Brewery, Inc.

(IMPORTANT: Please read instruction for this and other spaces)

**2** First title given in the document Bavarian Black Lager, Heartland Brewery

**3** Total number of titles in the document 15

**4** Amount of fee calculated 135.00

**5** Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number \_\_\_\_\_

Deposit account name \_\_\_\_\_

**6** Completeness of document  Document is complete by its own terms  Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

**7** Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly authorized agent of Heartland Brewery, Inc.

**8** Return to: Name Diane Damiano

Number/street 1773 Western Avenue Apt./suite \_\_\_\_\_

City Albany State NY Zip 12203

Phone number 518-452-1873 Fax number 518-452-0822

Email accessin@sprynet.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000  
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

Exhibit I

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

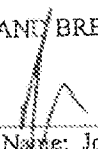
WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.


By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

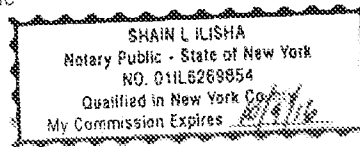
Witness:  
  
.....

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



## Schedule A

## Copyrights

Title	Copyright Number	Date
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004



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.

1. Name of conveying party(ies):

Heartland Brewery, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/30/2013

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Manufacturers and Traders Trust Company

Street Address: 350 Park Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85965227, 78938920, 78636233, 78635846, 78193814, 78187864, 75079386, 75076226, 75076225

B. Trademark Registration No.(s)

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: Diane Damiano

Internal Address: \_\_\_\_\_

United Corporate Services, Inc.

Street Address: \_\_\_\_\_

100 State Street, Suite 600

City: Albany

State: New York Zip: 12207

Phone Number: 518-452-1673

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

9. Signature:

Jonathan Bloostein

Signature

Date

Name of Person Signing

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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 1450, Alexandria, VA 22313-1450

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT


WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

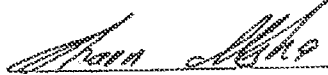
By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

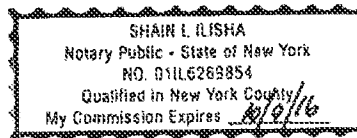
Witness:  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathian Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Schedule A

Trademarks

Word Mark	Serial Number	Registration Number
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stampkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

**EXHIBIT B**

**SUBSTITUTE AND CORRECTIVE INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

**THIS SUBSTITUTE AND CORRECTIVE INTELLECTUAL PROPERTY SECURITY AGREEMENT**, effective as of September 4, 2013 (“**Substitute & Corrective Agreement**”), is made by and between Heartland Brewery, Inc., a New York corporation with a place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the “Grantor”) and Manufacturers and Traders Trust Company, a New York banking corporation with a place of business at 350 Park Avenue, New York, New York 10022 (the “Grantee”). Grantor and Grantee will be collectively referred to as the “Parties,” and individually as a “Party.”

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Patent, Trademarks, Copyrights & Licenses Security Agreement dated September 4, 2013 (including all exhibits, schedules, and annexes thereto, the “**PTCL Agreement**”), in which Grantor inadvertently and unintentionally assigned and transferred to Grantee all right, title, and interest in and to certain Assets (as defined in the PTCL Agreement);

**WHEREAS**, Grantee agrees that the assignment and transfer to Grantee in the PTCL Agreement of all right, title, and interest in and to certain Assets was an inadvertent and unintentional transfer, and that Grantee inadvertently accepted the assignment and transfer from Grantor of all right, title, and interest in and to those Assets;

**WHEREAS**, Grantor desired and intended on September 4, 2013 to grant to Grantee a security interest in the Assets, as opposed to assigning all right, title, and interest in and to the Assets, and Grantee desired and intended on September 4, 2013 to accept from Grantor a security interest in the Assets, as opposed to an assignment of all right, title, and interest in and to the Assets; and

**WHEREAS**, the Parties both desire and are willing to correct their mutual inadvertent and unintentional transfer and substitute this **Substitute & Corrective Agreement** for the PTCL Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the PTCL Agreement attached hereto as **Exhibit 1**.
2. **Grant of Security Interest**. To secure the prompt and complete payment and performance of the credit and/or other financial accommodations extended to Grantor by Grantee, as evidenced in the Loan Documents (collectively, the “Secured Liabilities”) Grantor hereby grants to Grantee a continuing first priority security interest in all of Grantor’s right, title and interest in and to the Assets, whether presently existing or hereafter created or acquired.

(a) **Grantor's Representations and Warranties.** Grantor represents and warrants to the Grantee that, to the best of Grantor's knowledge, Grantor has all right, title, and interest in, each Patent, Trademark and/or Copyright listed in Schedule A1 attached to this **Substitute & Corrective Agreement** (hereinafter, the "Updated Assets"). This **Substitute & Corrective Agreement** serves, to the extent set forth herein, to revoke the relevant provisions of the prior executed PTCL Agreement in their entireties, and in their place create for Grantee a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Grantee in the Assets and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this **Substitute & Corrective Agreement** with the United States Patent and Trademark Office and the United States Copyright Office, all action necessary or desirable to protect and perfect the Grantee's lien on Grantor's Assets shall have been duly taken.

(b) **Mutual Release.** The Parties hereby release one another from any and all claims that may have been available to either Party that arise out of, or are otherwise associated with, any loss of Assets listed in Schedule A of the PTCL Agreement (see Exhibit 1) by virtue of the mutual inadvertent and unintentional transfer described in this **Substitute & Corrective Agreement**, including but not limited to the trademark THE TAPSTER, U.S. Trademark Application Serial No. 85965227.

3. **Covenants.** Grantor covenants and agrees with the Grantee that from and after September 4, 2013 and until the Termination Date (defined in Section 8 below):

(a) Grantor shall notify the Grantee promptly if Grantor knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event that Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Asset with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Grantor shall give notice to Grantee within ten (10) business days thereof, and, upon request of the Grantee, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Grantee) to evidence Grantee's lien on such Assets.

(c) Grantor shall take all actions necessary or requested by the Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the valid Assets (now or hereafter existing),

including the filing of applications for renewal; affidavits of use; affidavits of noncontestability; and opposition, interference, and cancellation proceedings.

(d) In the event that any of the Assets are infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly, but in any event within ten (10) business days notify the Grantee after Grantor learns thereof. Grantor may, unless Grantor reasonably determines that such Assets are in no way material to the conduct of its business or operations, promptly take action for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Grantee shall deem appropriate under the circumstances to protect such Assets.

4. **Reinstatement.** This **Substitute & Corrective Agreement** shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored, or returned, the Secured Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored, or returned.

5. **Recitals.** The WHEREAS clauses and recitals above are incorporated fully into this **Substitute & Corrective Agreement**.

6. **Revocation.** For purposes of clarity and avoidance of doubt, the Parties desired and intended at all times, including on September 4, 2013, that Grantee would receive a security interest in the Assets, as opposed to Grantor assigning all right, title, and interest in and to the Assets to Grantee. Accordingly, and to the extent any assignment of all right, title, and interest in and to the Assets was made by Grantor to Grantee, including the assignment set forth in the PTCL Agreement (see Exhibit 1 attached hereto), such assignment is hereby expressly revoked by Grantor so that the purpose of this **Substitute & Corrective Agreement** can be effected, namely, that Grantee receives from Grantor a security interest in the Assets, and that the Updated Assets listed in Schedule A1 attached hereto substitute for and fully replace the Assets listed in Schedule A of the PTCL Agreement. To the extent there are any terms or contrary provisions in the PTCL Agreement or in any Loan Documents specified in the PTCL Agreement, the terms of this **Substitute & Corrective Agreement** shall govern.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the Parties by the other Party, or whenever either of the Parties desires to



give and serve upon the other Party any communication with respect to this **Substitute & Corrective Agreement**, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the PTCL Agreement.

8. **Inconsistent Agreements; Effectiveness.** In the event of a conflict, inconsistency or ambiguity between the provisions of this **Substitute & Corrective Agreement** and the provisions of the PTCL Agreement, the provisions of this **Substitute & Corrective Agreement** will prevail. Except for any substitutions and corrections specifically set forth in this **Substitute & Corrective Agreement** or in the schedules and/or exhibits, the PTCL remains in full force and effect.

9. **Termination.** This **Substitute & Corrective Agreement** shall terminate upon the indefeasible payment in full, performance and discharge of the Secured Liabilities ("Termination Date").

10. **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS **SUBSTITUTE & CORRECTIVE AGREEMENT** AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Substitute & Corrective Agreement effective September 4, 2013.

HEARTLAND BREWERY, INC.

MANUFACTURERS AND TRADERS  
TRUST COMPANY

By: \_\_\_\_\_  
Jon Bloostein,  
President and CEO

By: \_\_\_\_\_  
Jared B. Morris,  
Vice President

Date: May \_\_\_\_\_, 2015

Date: May \_\_\_\_\_, 2015

**Exhibit 1**  
Patents, Trademarks, Copyrights and Licenses Security Agreement

**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

ASSIGNMENT made as of this 4th day of September, 2013 by Heartland Brewery, Inc., a New York corporation having its principal place of business at 1430 Broadway, Suite 1513, New York, New York 10018 (the "Assignor"), and Manufacturer and Traders Trust Company, having an office at 350 Park Avenue, New York, New York 10022 (the "Assignee").

**WITNESSETH**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Assignor by Assignee, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Assignee (the "Loan Documents"), Assignor has agreed to pledge and assign to Assignee all of Assignor's right, title and interest in certain patents, patent rights, patent applications, continuation in part and improvements (collectively, "Patents"); trademarks, service marks, tradenames, service trademark applications and service tradenames (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Schedule "A" of the Patents, Trademarks, Licenses and Copyrights Assignment executed on the date hereof, a copy of which appears as Exhibit 1 and will be forwarded to the designated office of U.S. Patent, Trademark or Copyright office for filing; (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets");

NOW, THEREFORE, as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Assignor, due or to become due, now existing or hereafter arising or incurred for the Indebtedness (as defined in the Loan Documents) of Assignor to Assignee, and now or hereafter payable to or held by the Assignee for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Assignor hereby irrevocably pledges, assigns, transfers and sets over to the Assignee, and grants to the Assignee all right, title and interest of the Assignor in and to the Assets;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee in accordance with the terms and provisions hereof.

1. The Assignor represents, warrants and covenants to the Assignee as follows:  
(a) The Assets are owned and held by the Assignor, and assigned to the Assignee, free and clear of debts, pledges, liens, charges and other encumbrances; (b) Assignor has not made and will make no sale, assignment, pledge, grant of any option, transfer, license or other encumbrance of the Assets;

(c) The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Assignor, including any license agreement relating to the Assets or any part thereof; (d) Assignor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (e) There are no actions, suits or proceedings pending, or to the knowledge of the Assignor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (f) The Assignor shall give prompt written notice to the Assignee of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Assignor's sole cost and expense. Unless and until an Event of Default (as defined below) shall occur, the Assignee shall exclusively license to Assignor the right to use the Assets in the ordinary course of Assignor's business, but Assignor shall not be permitted to sell, assign, transfer, license or otherwise encumber the Assets or any part thereof without the prior written consent of the Assignee in each instance.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Assignor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Assignor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Assignee shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default, Assignor's exclusive license under the Assets, as set forth in this Agreement, shall terminate and the Assignee shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Assignee shall, but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the Indebtedness in such order as Assignee may determine. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. In the event Assignee decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Assignee decides to sell or dispose of the Assets, Assignee may, to the extent

permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relation hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Documents.

4. Assignor hereby irrevocably authorizes and empowers Assignee, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Assignment shall not operate to impose any liability or responsibility whatsoever upon the Assignee or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Assignor or for the performance of any of the Assignor's obligations in connection with the Assets for which the Assignor shall remain liable with the same effect as though this Assignment had not been given. The Assignor hereby agrees to indemnify, hold harmless and defend the Assignee from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Assignee shall have no duty of care with respect to the Assets, except that Assignee shall exercise reasonable care with respect to Assets in Assignee's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Assignee accords its own property, or if Assignee takes such action with respect to the Assets as the Assignor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Assignor shall be deemed a failure to exercise reasonable care, nor shall Assignee's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Assignee's custody.

8. Neither any failure nor any delay on the part of the Assignee in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Assignee from any of the terms or conditions thereof, shall in any event effect any rights of Assignee under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. The Assignor hereby authorizes the U.S. Copyright Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

10. The Assignor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Assignee or otherwise as the Assignee may direct in accordance with this instrument of assignment.

11. The Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future Assets and shall cooperate in all requests of Assignee for the assignment to Assignee of such future Assets.

This Assignment is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires. This Assignment cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Assignor and its successors and assigns.

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Without limiting the right of the Assignee to bring any action or proceeding against the Assignor or against property of the Assignor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Assignor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Assignor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Assignor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Assignor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Assignor

will have thirty days from such completion of service in which to respond in the manner provided by law. The Assignor may also be served in any other manner permitted by law, in which event the Assignor's time to respond shall be the time provided by law.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor  
has duly executed this Assignment, as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.

By: 

Name: Jonathan Bloostein  
Title: President and CEO

COUNTY OF NEW YORK,

STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a notary public in and for said State, personally appeared Jonathan Bloostein personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

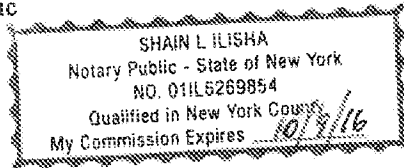
  
\_\_\_\_\_  
Notary Public

Exhibit I

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_\_ day of August, 2013.

HEARTLAND BREWERY, INC.

By: \_\_\_\_\_

Print Name: Jonathan Bloostein

Print Title: President and CEO

Witness:

\_\_\_\_\_

Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

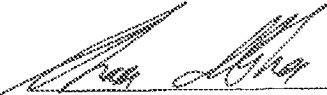
Patents

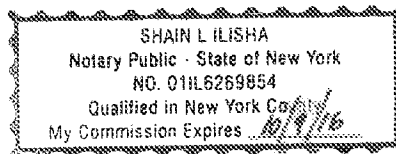
None.

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public





# Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change. For current fees check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write to the Copyright Office, or call (202) 707-3000.

### For Recordation of Documents

Volume \_\_\_\_\_ Document \_\_\_\_\_

Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

**1** First party name given in the document Heartland Brewery, Inc.

(IMPORTANT: Please read instruction for this and other spaces.)

**2** First title given in the document Bavarian Black Lager, Heartland Brewery

**3** Total number of titles in the document 15

**4** Amount of fee calculated 135.00

**5** Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number \_\_\_\_\_

Deposit account name \_\_\_\_\_

**6** Completeness of document  Document is complete by its own terms  Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

**7** Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly authorized agent of Heartland Brewery, Inc.

**8** Return to: Name Diane Damiano

Number/street 1773 Western Avenue Apt/suite \_\_\_\_\_

City Albany State NY Zip 12203

Phone number 518-452-1873 Fax number 518-452-0822

Email accessin@sprynet.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000  
INCLUDE ALL THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

Exhibit I

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT


WHEREAS, Heartland Brewery, Inc., a New York corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, Manufacturers and Traders Trust Company ("Grantee"), having an office at 350 Park Avenue, New York, New York 10022, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the 30<sup>th</sup> day of August, 2013.

HEARTLAND BREWERY, INC.


By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

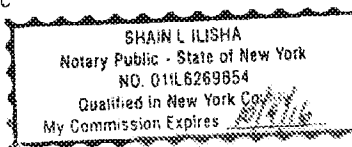
Witness:  
  
\_\_\_\_\_

UNIVERSAL ACKNOWLEDGMENT IN NEW YORK.

COUNTY OF NEW YORK,  
STATE OF NEW YORK.

On the 30 day of August in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Bloostein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public





## Schedule A

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

### 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.

**1. Name of conveying party(ies):**

Heartland Brewery, Inc.

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 08/30/2013

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Manufacturers and Traders Trust Company

Street Address: 350 Park Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_

Other Bank 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

85965227, 78938920, 78636233, 78635848, 78193814, 78187884, 75079388, 75076228, 75076225

B. Trademark Registration No.(s)

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: Diane Damiano

Internal Address: \_\_\_\_\_

United Corporate Services, Inc.

Street Address: \_\_\_\_\_  
100 State Street, Suite 800

City: Albany

State: New York Zip: 12207

Phone Number: 518-452-1873

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**9. Signature:**

Jonathan Blostein  
Signature  
Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$240.00

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

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 1450, Alexandria, VA 22313-1450

Exhibit 1

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HEARTLAND BREWERY, INC.

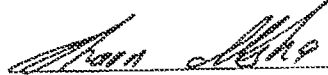
By:   
Print Name: Jonathan Bloostein  
Print Title: President and CEO

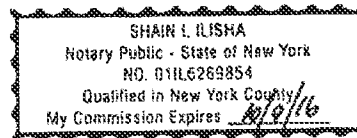
Witness:  
  
\_\_\_\_\_

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COUNTY OF NEW YORK,  
STATE OF NEW YORK.

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Notary Public



Schedule A

Trademarks

Word Mark	Serial Number	Registration Number
The Tapster	85965227	None
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Hot Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

**Schedule A1**

Copyrights

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bavarian Black Lager, Heartland Brewery	VA0001331345	2004
Corn Husker Lager, Heartland Brewery	VA0001331347	2004
Empire Premium Beer NYC	VA0001331348	2005
Farmer Jon's oatmeal stout	VA0001319699	2004
Full moon barley wine	VA0001322263	2004
Harvest Wheat Beer, Heartland Brewery	VA0001331344	2004
Indiana Pale Ale	VA0000783712	1995
Mother's Milk Maibock, Heartland Brewery	VA0001331346	2004
Octoberfest	VA0000780696	1995
OktoberFest	VA0001180748	2002
Old Red Nose Ale	VA0001204004	1997
On tap now, drink Kelly's Irish Red Ale	VA0001331343	2004
Smiling Pumpkin	VA0001319698	2004
Smiling Pumpkin	VA0000783713	1995
Stumpkin	VA0001319700	2004

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Slobber	78938920	3244973
Heartland Oktoberfest	78636233	3419979
Stumpkin Heartland Brewery, A Hearty Blend of Smiling Pumpkin & Farmer Jon's Oatmeal Stout	78635848	3378511
Not Tonight Honey Porter	78193814	2771861
Smiling Pumpkin Ale	78187884	2773726
Cornhusker Lager	75079388	2035741
Heartland Brewery Real Beer	75076226	2356424
Heartland Brewery Real Beer	75076225	2356423

Patents

None.