TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Small Town Brewery, LLC		08/26/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4625894	NOT YOUR FATHER'S ROOT BEER
Registration Number:	4622185	NOT YOUR FATHER'S
Registration Number:	4615312	NOT YOUR FATHER'S
Registration Number:	4615311	NOT YOUR FATHER'S ROOT BEER
Registration Number:	4591527	SMALL TOWN BREWERY
Serial Number:	86176779	SMALL TOWN BREWERY
Registration Number:	4655432	HAND CRAFTED MICRO-BEERS SMALL TOWN BREW

CH $190.00 4625894

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	764418-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/

DATE SIGNED:	08/28/2015

Total Attachments: 7

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EXECUTION VERSION

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of August 26, 2015, is made by Small Town Brewery, LLC, a Delaware limited liability company (the "Grantor"), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of November 13, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Second Lien Credit Agreement"), among Blue Ribbon Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Blue Ribbon, LLC (the "Borrower"), the Lenders party thereto, and the Collateral Agent, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make loans to the Borrower;

WHEREAS, in connection with the Second Lien Credit Agreement, each Grantor, Holdings, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of November 13, 2014 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties as follows:

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

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with

the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to UBS AG, STAMFORD BRANCH, as administrative agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of November 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time), among BLUE RIBBON INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, BLUE RIBBON, LLC, a Delaware limited liability company, the lenders from time to time party thereto and UBS AG, STAMFORD BRANCH, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

SMALL TOWN BREWERY, LLC,
as the Grantor

By: Blue Ribbon, LLC, its sole member

By: _____
Name: Cordell Sweeney
Title: Chief Financial Officer

[Pabst - Signature Pages to Supplement No. 1 of the Second Lien Grant of Security Interest in Trademark Rights]

UBS AG, STAMFORD BRANCH,
as the Collateral Agent

By: _____

Denise Bushee
Associate Director

By: _____

Craig Pearson
Associate Director
Banking Product Services, US

[Pabst - Signature Pages to Supplement No. 1 of the Second Lien Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

- U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	COUNTRY	SER. NO	FILED	REG. NO.	REG. DATE	GOODS/SERVICES
NOT YOUR FATHER'S ROOT BEER	U.S.	86/017,743	07/23/2013	4625894	10/21/14	Class 32: Flavored beer Class 33: Flavored alcoholic malt beverage
NOT YOUR FATHER'S	U.S.	86/017,669	07/23/2013	4622185	10/14114	Class 32: Flavored beer Class 33: Flavored alcoholic malt beverage
Not Your Father's NOT YOUR FATHER'S (STYLIZED)	U.S.	86/184,902	02/05/2014	4615312	09/30/14	Class 32: Flavored beer Class 33: Flavored alcoholic malt beverage
Not Your Father's ROOT BEER NOT YOUR FATHER'S ROOT BEER (STYLIZED)	U.S.	86/184,452	02/04/2014	4615311	09/30/14	Class 32: Flavored beer Class 33: Flavored alcoholic malt beverage

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MARK	COUNTRY	SER. NO	FILED	REG. NO.	REG. DATE	GOODS/SERVICES
SMALL TOWN BREWERY	U.S.	86/018,058	07/23/2013	4,591,527	08/26/14	Class 32: Beer Class 33: Alcoholic beverages produced from a brewed malt base Class:35: Providing consumer information in the field of alcoholic beverages via the internet, by a computer network, and by hand-held electronic devices; wholesale distributorship services featuring alcohol Class 40: Brewery services
SMALL TOWN BREWERY SMALL TOWN BREWERY (STYLIZED)	U.S.	86/176,779	01/27/2014			Class 32: Beer Class 33: Alcoholic beverages produced from a brewed malt base Class 35: Providing consumer information in the field of alcoholic beverages via the internet, by a computer network, and by hand-held electronic devices; wholesale distributorship services featuring alcohol Class 40: Brewery services
HAND CRAFTED MICRO-BEERS SMALL TOWN BREWERY HAND CRAFTED MICRO-BEERS SMALL TOWN BREWERY (&	U.S.	86/177,931	01/28/2014	4,655,432	12/16/14	Class 32: Beer Class 33: Alcoholic beverages produced from a brewed malt base Class 35: Providing consumer information in the field of alcoholic beverages via the internet, by a computer network, and by hand-held electronic devices; wholesale distributorship services featuring alcohol

MARK	COUNTRY	SER. NO	FILED	REG. NO.	REG. DATE	GOODS/SERVICES
DESIGN)						Class 40: Brewery services

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