

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Salt Lake Brewing Company, L.C.		10/01/2012	limited company: UTAH

RECEIVING PARTY DATA

Name:	Plexus Fund II, L.P.
Street Address:	4601 Six Forks Road
Internal Address:	Suite 528
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	74084454	GOOD FOR WHAT ALES YOU.
Serial Number:	74581875	CAPT. BASTARD'S OATMEAL STOUT
Serial Number:	74587966	SQUATTERS
Serial Number:	74587766	SQUATTERS
Serial Number:	74584560	GOOD FOR WHAT ALES YOU
Serial Number:	75232357	FULL SUSPENSION PALE ALE
Serial Number:	77659622	HELL'S KEEP
Serial Number:	77959493	HOP RISING
Serial Number:	74587975	SQUATTERS

CORRESPONDENCE DATA

Fax Number: 4043226050
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (404) 322-6214

Email: katelyn.fredericks@nelsonmullins.com
Correspondent Name: Nelson Mullins Riley & Scarborough LLP
Address Line 1: 201 17th Street NW
Address Line 2: Suite 1700
Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Katelyn Fredericks
Signature:	/Katelyn Fredericks/
Date:	10/02/2012

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 1, 2012 is made by Salt Lake Brewing Company, L.C., a Utah limited company, located at 159 West Broadway, Unit 102 and 103, Salt Lake City, Utah 84101 (the "Obligor"), in favor of Plexus Fund II, L.P., a Delaware limited partnership ("Plexus"), as collateral agent, for the ratable benefit of itself and the other Holders from time to time under and as defined in the Purchase Agreement (as defined below)(in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Securities Purchase Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among the Obligor, Salt Lake Brewing Co., LLC, a Delaware limited liability company, Rocky Mountain Brewpubs Inc., a Delaware corporation, Utah Brewers Cooperative, Inc., a Delaware corporation, and Utah Brewers Cooperative, L.C., a Utah limited company (individually and collectively, the "Company"), Plexus and Salem Halifax Capital Partners, LP ("Salem"; Salem and Secured Party, each a "Purchaser" and, collectively, the "Purchasers"), and the Collateral Agent, the Purchasers have agreed to purchase the Notes from the Company upon the terms and subject to the conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, the Company has executed and delivered a Security Agreement, dated as of October 1, 2012, in favor of the Secured Party (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Secured Party for the benefit of the Secured Party and the Purchasers a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Notes from the company and make other financial accommodations to the Company (including, the Obligor) pursuant to the Purchase Agreement, the Obligor agrees, for the benefit of the Secured Party and the Purchasers, as follows:

SECTION 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 Purchase Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

TRADEMARK

Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Secured Party for the benefit of the Secured Party and the Purchasers to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

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

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

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.

SALT LAKE BREWING CO., L.C.

By: B. J. J. J.
Name: B. J. J. J.
Title: Secy

PLEXUS FUND II, L.P., as Collateral Agent

By: Plexus Fund II GP, LLC, its General Partner

By: _____
Name: _____
Its: _____

[Trademark Security Agreement]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Massachusetts
COUNTY OF Suffolk) ss

On the _____ day of September, 2012, before me personally came Bryan Doherty, who is personally known to me to be the secretary of Salt Lake Brewing Company, L.C., a Utah limited company; who, being duly sworn, did depose and say that she/he is the Secretary in such limited company, the limited company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Managers of such limited company; and that she/he acknowledged said instrument to be the free act and deed of said limited company.



SUZANNE M. ADAMS
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
OCTOBER 18, 2013

Suzanne M. Adams
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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.

SALT LAKE BREWING CO., L.C.

By: _____
Name:
Title:

PLEXUS FUND II, L.P., as Collateral Agent

By: Plexus Fund II GP, LLC, its General Partner

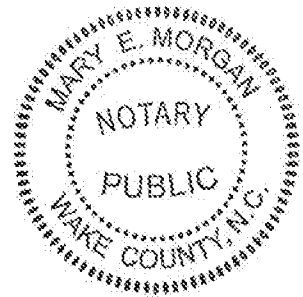
By: *[Signature]*
Name: *MICHAEL B. KELLY*
Its: *Manager*

{Trademark Security Agreement}

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NC)
) ss.
COUNTY OF WAKE)

On the 28 day of September 2012, before me personally came MICHAEL BECKER, who is personally known to me to be the MANAGER of Plexus Fund II GP, LLC, the General Partner of Plexus Fund II, L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that she/he is the MANAGER of Plexus Fund II GP, LLC, the General Partner of Plexus Fund II, L.P., a Delaware limited partnership, the limited partnership described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the General Partner of such limited partnership; and that she/he acknowledged said instrument to be the free act and deed of said limited partnership.



Mary E. Morgan
Notary Public
My Commission Expires
June 17, 2015

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
GOOD FOR WHAT ALES YOU.	74/084,454 1 Aug. 1990	1,656,409 10 Sept. 1991	Beer, ale and porter (32)
CAPT. BASTARD'S OATMEAL STOUT	74/581,875 4 Oct. 1994	1,925,760 10 Oct. 1995	Beer, ale and porter (32)
SQUATTERS	74/587,966 20 Oct. 1994	1,939,613 5 Dec. 1995	Restaurant and bar services (42)
SQUATTERS	74/587,766 20 Oct. 1994	1,979,254 11 June 1996	Clothing, namely shirts, sweatshirts, T-shirts, turtlenecks, mock turtlenecks, hats and caps, neckties, and boxer shorts (25)
SQUATTERS	74/587,975 20 Oct. 1994	1,985,070 9 July 1996	Beverages, namely beers, ales, and porters (32)
GOOD FOR WHAT ALES YOU	74/584,560 12 Oct. 1994	2,007,460 15 Oct. 1996	Clothing, namely shirts, sweatshirts, T-shirts, turtlenecks, mock turtlenecks, hats and caps, and neckties (25)
FULL SUSPENSION PALE ALE	75/232,357 28 Jan. 1997	2,127,348 6 Jan. 1998	Beer, ale and porter beer (32)
HELL'S KEEP	77/659,622 29 Jan. 2009	3,779,201 20 April 2010	Beer and ales (32)
HOP RISING	77/959,493 15 March 2010	3,953,411 3 May 2011	Beers and ales (32)

Utah Registrations and Applications

<i>Mark</i>	<i>Utah Filing No. Reg. Date</i>	<i>Goods / Services</i>
CHASING TAIL	5707660-0190 8 Sept. 2004	Alcoholic beverages, namely, ales

<i>Mark</i>	<i>Utah Filing No. Reg. Date</i>	<i>Goods / Services</i>
BLACK FOREST SCHWARZBIER	7632018-0190 17 March 2010	Beers