

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
Utah Brewers Cooperative, 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: 4**

Property Type	Number	Word Mark
Serial Number:	85627491	GHOSTRIDER WHITE IPA
Serial Number:	85479765	GLUTENUS MINIMUS
Serial Number:	85590904	POLYGAMY PORTER
Serial Number:	85591439	POLYGAMY PORTER

**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	<b>TRADEMARK</b>
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OP \$115.00 85627491

Signature:	/Katelyn Fredericks/
Date:	10/02/2012
Total Attachments: 7 source=35521-09006-Utah#page1.tif source=35521-09006-Utah#page2.tif source=35521-09006-Utah#page3.tif source=35521-09006-Utah#page4.tif source=35521-09006-Utah#page5.tif source=35521-09006-Utah#page6.tif source=35521-09006-Utah#page7.tif	

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 Utah Brewers Cooperative, 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 Salt Lake Brewing Company, 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 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.

**UTAH BREWERS COOPERATIVE, L.C.**

By: [Signature]  
Name: Orin D. O'Leary  
Title: Secretary

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Massachusetts  
COUNTY OF Suffolk )<sup>SS</sup>

On the \_\_\_\_\_ day of September, 2012, before me personally came Bryan Doherty, who is personally known to me to be the Secretary of Utah Brewers Cooperative, 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 governing body 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.

UTAH BREWERS COOPERATIVE, L.C.

By: \_\_\_\_\_  
Name:  
Title:

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

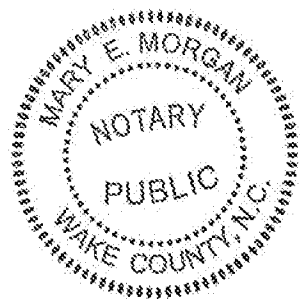
By: Plexus Fund II GP, LLC, its General Partner

By: *[Signature]*  
Name: *Matthew Bellus*  
Its: *Manager*

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF N.C. )  
 )  
COUNTY OF Wake ) ss  
 )

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>	<i>Status</i>
GHOSTRIDER WHITE IPA	85/627491 5/16/2012		Beer, ale, lager, stout and porter; beers (32)	Review prior to publication completed.
GLUTENUS MINIMUS	85/479765 11/23/2011		Beer, ale, lager, stout and porter all being gluten free (32)	Notice of Allowance issued 07/10/2012; Statement of Use (or first Extension to file Statement of Use) due 1/10/2013.
POLYGAMY PORTER	85/590904 4/6/2012		Beer, ale, lager, stout and porter; beers (32)	Review prior to publication completed.
POLYGAMY PORTER	85/591439 4/6/2012		Sweatshirts; t-shirts (25)	Review prior to publication completed.