

01-23-2001



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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Date Year

Name The Genesee Brewing Company, Inc.

December 15, 2000

Formerly _____

2260036

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of conveying parties attached

Name: High Falls Brewing Company, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 445 St. Paul Street

Address (line 2) _____

Address (line 3) Rochester New York 14605
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2,260,036"/>	<input type="text" value="2,321,783"/>	<input type="text" value="540,339"/>
<input type="text" value="314,280"/>	<input type="text" value="1,496,056"/>	<input type="text" value="1,908,702"/>
<input type="text" value="1,346,654"/>	<input type="text" value="2,075,093"/>	<input type="text" value="2,120,232"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

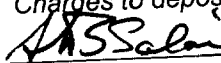
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen B. Salai

Name of Person Signing



Signature

Jan 5, 2001

Date Signed

**RECORDATION FROM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Date Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/County Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached (*Designation must be a separate document from the Assignment.*)

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

2,284,298	2,278,592	947,342
1,749,555	1,766,890	728,943
390,052	1,927,199	1,496,057
1,458,619	922,614	942,088
676,100	756,196	614,955
1,363,652	55,875	593,111
611,528	800,483	1,022,819

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same propo

Trademark Application Number(s)

Registration Number(s)

825,945	323,604	796,520
527,303	391,603	773,902

TRADEMARK AND TRADEMARK

APPLICATIONS SECURITY AGREEMENT

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY

AGREEMENT (this "TM Security Agreement") is made the 15th day of December, 2000, by **HIGH FALLS BREWING COMPANY, LLC**, a New York limited liability company with offices and a place of business at 445 St. Paul St., Rochester, New York 14605 (the "Borrower") and **MANUFACTURERS AND TRADERS TRUST COMPANY**, with offices and a place of business at 255 East Avenue, Rochester, New York 14604 (hereinafter, with any subsequent holder, the "Bank").

RECITALS

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement (as amended from time to time, the "Credit Agreement") made between the Borrower and the Bank, the Bank has agreed to make certain Loans (as defined in the Credit Agreement, hereinafter, the "Loans") available to the Borrower and to secure the Loans by this Trademark and Trademark Applications Security Agreement (hereinafter this "Agreement").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Bank agree as follows:

1. Terms used herein which are defined in the Credit Agreement are used as so defined.
2. To secure the Obligations, the Borrower hereby grants a security interest in favor of, and collaterally assigns to the Bank, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default as defined in the Credit Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications and trademark registrations, service marks, service mark applications and service mark registrations, trade dress and tradenames worldwide whether owned or licensed from others, including, without limitation, those listed on the Trademark Summaries annexed hereto as Schedule A and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade dress and tradenames.

b. All renewals and extensions of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringement and dilution of any of the foregoing.

e. All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade dress and tradenames described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(c) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this Agreement is terminated in writing by a duly authorized officer of the Bank, the Borrower shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

b. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

c. At the Borrower's sole cost, expense, and risk, take any and all action which is necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of

a. the Borrower's neglect, within five (5) days of written notice from the Bank, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3, above and/or

b. the occurrence of any Event of Default, the Bank acting in its own name or in that of the Borrower may (but shall not be required to) act in Borrower's place and stead and/or in the Bank's own right in connection therewith.

5. Borrower represents and warrants that:

a. The Trademark Summary includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than to the Bank.

6. In order to further secure the Obligations:

a. Borrower shall give the Bank written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

i. the Borrower obtains rights to, and/or files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly

registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

ii. the Borrower becomes entitled to the benefit of any trademark registrations, trademark applications, trademark licenses, trademark license renewals, service mark registrations, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

iii. the Borrower enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

c. The Borrower hereby authorizes the Bank to modify this Agreement by amending the Trademark Summary to include any future trademark registrations, trademark applications, service mark applications and service mark registrations, written notice of which is so given, *provided that* the modification of said Trademark Summary shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence of any Event of Default, the Bank may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in New York, with respect to the Marks, in addition to which the Bank, subject to the terms of the Credit Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and that the Bank is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Bank as and for the Borrower's attorney-in-fact, effective with and upon the Bank's first exercise (the "First Exercise") of such powers following the occurrence of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To exercise any and all such instruments, documents, and papers as the Bank determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Bank, but shall be exercisable only following the occurrence of an Event of Default.

9. Any use by the Bank of the Marks as authorized hereunder in connection with the exercise of the Bank's rights and remedies under this Agreement and the Credit Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to the Borrower. Such use by the Bank shall be permitted only with and upon the First Exercise following the occurrence of an Event of Default.

10. Following the payment and satisfaction of all The Obligations, and the termination of any obligation of the Bank to provide loans or financial accommodations under the credit facility contemplated by the Credit Agreement, this TM Security Agreement shall terminate and the Bank shall execute and deliver to Borrower all such documents as the Borrower may reasonably request to release any encumbrance in favor of the Bank created hereby or pursuant hereto, subject, however, to any disposition thereof, which may have been made by Bank pursuant hereto or pursuant to the Credit Agreement.

11. The Borrower shall, at the request of the Bank, do any and all acts and execute any and all documents required by the Bank in connection with the protection, preservation, and enforcement of the Bank's rights hereunder.

12. The Borrower shall, upon demand, reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

13. Bank hereby acknowledges that the Borrower continues to have the exclusive right, prior to notice from the Bank following the occurrence of an Event of Default, to sue for past, present and future infringement or dilution of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; provided however that Borrower first notifies Bank in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

14. Neither anything contained in this Agreement or in the Credit Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Bank any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

15. This Agreement is intended to supplement the Credit Agreement. All provisions of the Credit Agreement shall apply to the Marks and the Bank shall have the same rights with respect to any and all security interests in the Marks granted to the Bank to secure the Obligations hereunder as thereunder. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the Marks and the Credit Agreement with respect to all other collateral.

IN WITNESS WHEREOF, the Borrower and the Bank respectively have caused this

Agreement to be executed by officers duly authorized to do so on the date first above written.

HIGH FALLS BREWING COMPANY, LLC,
BORROWER

BY: *Samuel T. Hubbard, Jr.*
SAMUEL T. HUBBARD, JR., MANAGER

MANUFACTURERS AND TRADERS TRUST
COMPANY, BANK

BY: *Phillip M. Smith*
PHILLIP M. SMITH,
ADMINISTRATIVE VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF MONROE) SS:

On the 15th day of December in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared SAMUEL T. HUBBARD, JR. 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer L. Adams
Notary Public

JENNIFER L. ADAMS
Notary Public, State of New York
MONROE COUNTY
Commission Expires January 24, 2002

STATE OF NEW YORK
COUNTY OF MONROE) SS:

On the 15th day of December in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared PHILLIP M. SMITH 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer L. Adams
Notary Public

JENNIFER L. ADAMS
Notary Public, State of New York
MONROE COUNTY
Commission Expires January 24, 2002

TRADEMARK SUMMARYI. Genesee Brewing Company United States Registered Trademarks

<u>Trademark</u>	<u>Goods</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
Beer God	Beer & Ale	Application Pending - Filed 4/24/98 ⁽⁵⁾		
The Beer God Has Spoken	Beer & Ale	2,260,036	7/6/99	7/6/2005 ⁽⁴⁾
Beer God Design	Beer & Ale	2,321,783	2/22/00	2/22/2006 ⁽⁴⁾
Black Horse	Malt Beverages & Liquors	81-34-1731 (PA only)	5/18/81 (Renewal)	5/18/2001 ⁽³⁾
Black Horse Ale	Fermented Malt Beverage	20,284 (NY only)	6/15/81	6/15/2001 ⁽³⁾
Genesee ⁽¹⁾	Beer & Ale	540,339	4/3/51	4/3/2001 ⁽³⁾
Genesee 12-Horse Ale (and design) ⁽¹⁾	Ale	314,280	6/26/34	6/26/2004 ⁽³⁾
Genny	Beer & Ale	1,496,056	7/12/88	7/12/2008 ⁽³⁾
Genny Ice Beer Design	Beer & Ale	1,908,702	8/1/95	8/1/2001 ⁽⁴⁾ (Aff. of Use)
Genny Saver ⁽¹⁾	Beer & Ale	1,346,654	7/2/85	7/2/2005 ⁽³⁾
Golden Anniversary	Beer & Ale	2,075,093	7/1/97	7/1/2003 ⁽⁴⁾
HighFalls	Beer & Ale	2,120,232	12/9/97	12/9/2003 ⁽⁴⁾
JW Dundee's Honey Brown Lager (words only)	Beer & Ale	2,284,298	10/12/99	10/12/2004 ⁽⁴⁾
JW Dundee's Honey Brown Lager & Design	Beer & Ale	2,278,592	9/21/99	9/21/2004 ⁽⁴⁾
Koch's ⁽²⁾	Beer & Ale	947,342	11/14/72	11/14/2002 ⁽³⁾
Michael Shea's	Beer & Ale	1,749,555	1/26/93	1/26/2003 ⁽³⁾
Michael Shea's Irish Amber	Beer & Ale	1,766,890	4/20/93	4/20/03 ⁽³⁾
Phoenix ⁽²⁾	Beer & Ale	728,943	3/20/62	3/20/2002 ⁽³⁾
Trim ⁽¹⁾	Beer	390,052	9/2/41	9/2/2001 ⁽³⁾
12 Horse	Beer & Ale	1,927,199	10/17/95	10/17/2001 ⁽⁴⁾ (Aff. of Use)

NOTES:

- (1) Assigned to new GBCo by Assignment dated December 31, 1988 recorded at PTO Reel 0590, Frame 031 to 036
- (2) Assigned to GBCo by Certificate of Merger dated 8/1/92 recorded at PTO Reel 0916, Frame 0947-0952.
- (3) Renewal application must be filed not more than six months prior to this date.
- (4) Affidavit of Use must be filed not more than twelve months prior to this date.
- (5) Intent to Use Application

Schedule A

II. Genesee Brewing Company Expired Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Boy, Could I Go For a Genny Now	1,496,057	7/12/94*
Black Belt	1,458,619	9/22/93*
Cold-Aged	922,614	10/19/77
Deer Run	942,088	8/29/92
Dickens	676,100	3/24/99
Fyfe & Drum	756,196	9/3/83
Genesee - The Beer All People Like	614,955	10/25/75
Genny Saver Bottle (and design)	1,363,652	10/1/91
Holiday Beer	20,285 (NY only)	8/30/91
Iroquois (and Indian Head Design)	55,875	8/21/86
Jenny	593,111	7/27/94
Jenny (and oval design)	611,528	8/30/75
Koch's (and design)	800,483	12/14/85
Koch's The Tiny Little Brewery Where Real Beer is Made! (and design)	1,022,819	10/14/94
Ring Go	825,945	3/21/73
Tam O'Shanter	323,604	4/24/75
Tomahawk	796,520	9/21/85
12-Horse	527,303	7/4/70
"Wee" Bottle O'Tam	391,603	11/18/61
Zip Sip	773,902	7/28/70

* Cancelled for Failure to File Affidavit of Use

III. Genesee Brewing Company Foreign Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Genesee	Mexico	433,787	5/21/02
12 Horse Ale	Mexico	433,788	5/21/02
Koch's	Mexico	472,212	5/21/02
Golden Anniversary	Mexico	472,213	5/21/02
Genny	Mexico	454,186	5/5/02
Genesee	Argentina	1,866,734	9/7/05
12 Horse Ale	Argentina	1,544,918	11/30/04
Koch's	Argentina	1,505,789	2/28/04
Golden Anniversary	Argentina	1,505,790	2/28/04
Genny	Argentina	Application Abandoned 8/94	

Schedule A

III. Genesee Brewing Company Foreign Trademark Registrations - Continued

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Genesee	Korea	279,556	11/18/03
JW Dundee's Honey Brown Lager	Canada	Application Pending - Filed 4/24/96	
Genesee	Ecuador	5746/98	10/6/08
Genny	Ecuador	5745/98	10/6/08
Koch's	Ecuador	Application Abandoned 8/98	