

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
Magic Hat Brewing Company & Performing Arts Center, Inc.		08/04/2008	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	Basso Private Series LLC on behalf of Basso Series 3 (MHB)
Street Address:	c/o Basso Capital Management, L.P., 1266 East Main Street
Internal Address:	4th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3473425	ODD NOTION
Registration Number:	3232689	NIGHT OF THE LIVING DEAD
Registration Number:	3151036	HI.P.A.
Registration Number:	2938301	MOTHER LAGER
Registration Number:	2953264	THE ARTIFACTORY
Registration Number:	2867943	THUMBSUCKER
Registration Number:	2748972	HUMDINGER
Registration Number:	2849296	EPIC ELIXIR
Registration Number:	2828522	MOTHER
Registration Number:	2188297	MAGIC HAT
Registration Number:	2643722	MAGIC HAT
Registration Number:	2445757	MAGIC HAT
Registration Number:	2515629	MAGIC HAT

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Registration Number:	2747534	CIRCUS BOY
Registration Number:	2363282	FAT ANGEL
Registration Number:	2243891	MISS BLISS
Registration Number:	2203013	HEART OF DARKNESS
Registration Number:	2161029	UN NATURAL THIRST
Registration Number:	2437328	BLACK MAGIC
Registration Number:	2168322	JINX
Registration Number:	2417781	HUMBLE PATIENCE
Registration Number:	2400355	CHAOTIC CHEMISTRY
Registration Number:	2064074	FEAST OF FOOLS
Registration Number:	2095739	HOCUS POCUS
Registration Number:	2011128	BLIND FAITH
Registration Number:	2024581	#9
Registration Number:	1893727	MAGIC HAT BREWING COMPANY
Serial Number:	77311119	LUCKY KAT
Serial Number:	77259820	PANDORA'S BOX
Serial Number:	78928056	A PERFORMANCE IN EVERY BOTTLE
Serial Number:	78916125	BEER MAGIC
Serial Number:	77534097	BEER KITTY, KITTY!

CORRESPONDENCE DATA

Fax Number: (212)480-8421
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@sewkis.com
Correspondent Name: Beth H. Alter/Seward & Kissel LLP
Address Line 1: One Battery Park Plaza
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Beth H. Alter
Signature:	/Beth H. Alter/
Date:	08/07/2008

Total Attachments: 4
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Agreement"), effective as of the 4th day of August, 2008, is between MAGIC HAT BREWING COMPANY & PERFORMING ARTS CENTER, INC., a Vermont corporation ("GRANTOR"), and BASSO PRIVATE SERIES LLC, a Delaware limited liability company, on behalf of BASSO SERIES 3 (MHB) (the "SECURED PARTY").

WITNESSETH:

WHEREAS, GRANTOR and SECURED PARTY have entered into that certain Security Agreement dated as of August 4, 2008 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement and not otherwise defined herein, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, GRANTOR has pledged, hypothecated, assigned, transferred, delivered and granted to SECURED PARTY, a first priority security interest in certain property of GRANTOR including, without limitation, all intangible property now owned or hereafter acquired by GRANTOR including, without limitation, all trademarks, trademark applications, registrations, goodwill and security interests and all proceeds, products, replacements and renewals thereof, as security for the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby pledges, hypothecates, assigns, transfers, delivers and grants to SECURED PARTY a first priority security interest in all of GRANTOR's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter acquired, and such grant insofar as it applies to property covered by the Security Agreement, is in confirmation of the security interest granted under the Security Agreement: (1) each trademark, trademark application and trademark registration, including, without limitation, those set forth on Schedule I attached hereto, together with any reissues, renewals, divisions, modifications, substitutions or extensions thereof, and all the goodwill symbolized thereby; and (2) all proceeds, products, and replacements thereof.

The security interest contained in this Agreement is granted in conjunction with the security interests granted to SECURED PARTY pursuant to the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Security Agreement. GRANTOR hereby acknowledges and affirms that the rights and remedies of SECURED PARTY with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, GRANTOR has caused this Agreement to be executed
as of the 4th day of August, 2008.

MAGIC HAT BREWING COMPANY &
PERFORMING ARTS CENTER, INC.

By: R. Martin Kelly

Name: R. Martin Kelly

Title: President

STATE OF Vermont)
) ss.
COUNTY OF Chittenden)

On this _____ day of _____, 2008, before me appeared
R. Martin Kelly, to me personally known and known to me to be the
person who executed the foregoing Agreement; and who being by me duly sworn, did depose
and say that she/he is President of MAGIC HAT BREWING COMPANY &
PERFORMING ARTS CENTER, INC., that she/he is duly authorized to sign this Agreement on
behalf of said company, and unto me acknowledged said Agreement to be the free act and deed
of said company.

Aileen C. Kelly
Notary Public



SCHEDULE I

Trademark Registrations

Mark	Registration No.	Registration Date
ODD NOTION	3,473,425	July 22, 2008
NIGHT OF THE LIVING DEAD	3,232,689	April 24, 2007
H.I.P.A.	3,151,036	October 3, 2006
MOTHER LAGER	2,938,301	April 5, 2005
THE ARTIFACTORY	2,953,264	May 17, 2005
THUMBSUCKER	2,867,943	July 27, 2004
HUMDINGER	2,748,972	August 5, 2003
EPIC ELIXIR	2,849,296	June 1, 2004
MOTHER	2,828,522	March 30, 2004
MAGIC HAT	2,188,297	September 8, 1998
MAGIC HAT	2,643,722	October 29, 2002
MAGIC HAT	2,445,757	April 24, 2001
MAGIC HAT	2,515,629	December 4, 2001
CIRCUS BOY	2,747,534	August 5, 2003
FAT ANGEL	2,363,282	June 27, 2000
MISS BLISS	2,243,891	May 4, 1999
HEART OF DARKNESS	2,203,013	November 10, 1998
UN NATURAL THIRST	2,161,029	May 26, 1998
BLACK MAGIC	2,437,328	March 20, 2001
JINX	2,168,322	June 23, 1998
HUMBLE PATIENCE	2,417,781	January 2, 2001
CHAOTIC CHEMISTRY	2,400,355	October 31, 2000
FEAST OF FOOLS	2,064,074	May 20, 1997
HOCUS POCUS	2,095,739	September 9, 1997
BLIND FAITH	2,011,128	October 22, 1996
#9 (Stylized)	2,024,581	December 17, 1996
MAGIC HAT BREWING COMPANY	1,893,727	May 9, 1995

Pending Trademark Applications

Mark	Serial No.	Filing Date
LUCKY KAT	77/311,119	October 23, 2007
PANDORA'S BOX	77/259,820	August 20, 2007
A PERFORMANCE IN EVERY BOTTLE	78/928,056	July 12, 2006
BEER MAGIC	78/916,125	June 24, 2006
BEER KITTY, KITTY!	77/534097	July 29, 2008

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