

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Iron City Brewing, LLC		08/19/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FCC, LLC
<b>Doing Business As:</b>	DBA First Capital
<b>Street Address:</b>	3520 N. W. 58th Street
<b>City:</b>	Oklahoma City
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73112
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	0643376	AMERICAN
Registration Number:	2128307	AMERICAN LIGHT
Registration Number:	1482628	AMERICAN LIGHT MADE IN THE USA
Registration Number:	1920059	AMERICAN MADE IN THE USA
Registration Number:	2478537	AUGUSTINER
Registration Number:	1358351	I.C. LIGHT
Registration Number:	2206232	I-C-LIGHT
Registration Number:	2204537	I.C. LIGHT TWIST
Registration Number:	1809461	IRON CITY
Registration Number:	0582833	IRON CITY
Registration Number:	2966482	IRON CITY BEER
Registration Number:	2947803	IRON CITY BEER
Registration Number:	2575139	IRON CITY BEER

CH \$615.00 0643376

Registration Number:	2091023	IRON CITY BEER PITTSBURGH BREWING CO.
Registration Number:	2965003	IRON CITY BEER PITTSBURGH BREWING CO. SINCE 1861
Registration Number:	1421367	IRON CITY DARK
Registration Number:	1799580	J.J. WAINWRIGHT'S
Registration Number:	2211888	
Registration Number:	1441389	MUSTANG
Registration Number:	1451189	MUSTANG MALT LIQUOR
Registration Number:	1416875	OLD FROTHINGSLOSH
Registration Number:	2094751	OLD GERMAN
Registration Number:	1811001	PITTSBURGH BREWING CO.
Registration Number:	0600470	STERLING

**CORRESPONDENCE DATA**

Fax Number: (212)884-8464  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 335-4964  
Email: nytrademarks@dlapiper.com  
Correspondent Name: DLA Piper US LLP  
Address Line 1: 1251 Avenue of the Americas  
Address Line 2: Attn: Monica P. McCabe  
Address Line 4: New York, NEW YORK 10020-1104

ATTORNEY DOCKET NUMBER:	360112-14
NAME OF SUBMITTER:	Monica P. McCabe
Signature:	/monica mccabe/
Date:	08/27/2008

**Total Attachments: 17**  
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**GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this 19 day of August, 2008, by Iron City Brewing, LLC, a Delaware limited liability company, whose principal place of business is located at 3340 Liberty Avenue, Pittsburgh, PA 15201 ("Grantor"), in favor of FCC, LLC, (d/b/a First Capital), a Florida limited liability company, as agent ("Agent") on behalf of the lenders (the "Lenders") party to that certain Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") among Agent, the Lenders and Grantor.

**W I T N E S S E T H:**

**WHEREAS**, the Loan Agreement provides, among other things, (i) for Agent, on behalf of the Lenders, to make certain loans, advances and extensions of credit, all to or for the account of the Grantor and (ii) for the grant by Grantor to Agent, for the benefit of the Lenders, of a security interest in certain of Grantor's assets including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or copyrights, copyright applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth herein.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Loan Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. Grant of Security Interest. To secure the payment of the Obligations, Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest, effective immediately, in all of Grantor's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

(a) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and patent applications, if any, listed on Schedule A attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(b) Trademarks, trademark registrations and/or applications and tradenames and service marks including, without limitation, the trademarks, trademark registrations and applications, tradenames and service marks, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including,

without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(c) Copyrights and copyright applications, and the literary property described and claimed therein, including, without limitation, those copyrights and copyright applications listed on Schedule C attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral");

(d) Any license agreement in which Grantor is or becomes licensed to use any patents and/or trademarks and/or copyrights owned by a third party, to the extent permissible under those agreements, including, without limitation, the license agreements listed on Schedule D attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(e) The goodwill of Grantor's business connected with and symbolized by the Intellectual Property Collateral; and

(f) All cash and non-cash proceeds of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include, and Grantor shall not be deemed to have granted a lien or security interest hereunder in, any contract that prohibits the granting of a security interest in such contract or the rights thereunder without the consent of the other party or parties thereto, which consent has not been obtained (except to the extent any such prohibition would be rendered ineffective under applicable law).

3. Agent's Rights. Upon the occurrence and during the continuance of any Default, Agent, for the benefit of the Lenders, shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give Grantor reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of Grantor set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent, for the benefit of the Lenders, upon the occurrence and during the continuance of any Default, Agent, for the benefit of the Lenders, shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by Grantor to Agent, for the benefit of the Lenders, concurrently with this Agreement to enable such rights to be carried out. Grantor agrees that, in the event Agent, for the benefit of the Lenders, exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise

from Agent to Grantor, Grantor shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. Grantor shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom, provided, however, that from and after the occurrence of a Default and the exercise by Agent of the rights provided by this Agreement, such rights shall be revoked and the right of Grantor to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent, for the benefit of the Lenders, or their transferee(s) shall be entitled to all of Grantor's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. Grantor will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. Representations and Warranties. Grantor represents and warrants to Agent, for the benefit of the Lenders, that: (a) to the best of Grantor's knowledge, Grantor lawfully possesses, owns or has the right to use, as applicable, the Intellectual Property Collateral; (b) except for the security interest granted hereby and liens of the type set forth in the definition of Permitted Encumbrances and other than licenses granted in the ordinary course of business, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; (c) Grantor has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof, which are currently still in effect; (d) the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect except for such Intellectual Property Collateral that may be terminated or abandoned from time to time because it is no longer useful in or valuable to the business of the Grantor; provided, however, that such termination or abandonment of the Intellectual Property Collateral will not cause a material adverse effect on the business of the Grantor; and (e) to the best of Grantor's knowledge, there are no infringements of the Intellectual Property Collateral.

6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent, for the benefit of the Lenders, in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Loan Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in such order as Agent may elect; and the balance, if any, shall be paid to Grantor or as a court of competent jurisdiction may direct.

7. Defense of Claims. Grantor will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent, on behalf of the Lenders, therein. Grantor agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. Rights Cumulative. This Agreement shall be in addition to the Loan Agreement and shall not be deemed to affect, modify or limit the Loan Agreement or any rights that Agent or any Lender has under the Loan Agreement. Grantor agrees to execute and deliver to Agent (at Grantor's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. Modification. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedules A, B, C and D, to add any right, title or interest in any patent, trademark, copyright or license agreement owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Agent from time to time, to subject any such owned or "subsequently acquired" right, title or interest in any patent, trademark, copyright or license agreement to the liens and perfection created or contemplated hereby or by the Loan Agreement.

10. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof

11. **CHOICE OF LAW. THE PARTIES AGREE THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS). THIS AGREEMENT, TOGETHER WITH THE LOAN AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF GRANTOR AND AGENT, ON BEHALF OF THE LENDERS, WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT GRANTOR, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. GRANTOR AND AGENT, ON BEHALF OF THE LENDERS, EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

12. [Reserved]

13. Notices. Grantor covenants and agrees that, with respect to the Intellectual Property Collateral, Grantor will give Agent written notice in the manner provided in Section 15(a) of the Loan Agreement of (a) any claim by a third party that Grantor has infringed on the rights of a third party, (b) any suspected infringement by a third party on the rights of Grantor, or (c) any Intellectual Property Collateral created, arising or acquired by Grantor after the date hereof.

14. Further Assurances. Grantor will take any such action as Agent, on behalf of the Lenders, may reasonably require to further confirm or protect Agent's and the Lenders' rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, Grantor hereby grants to Agent, on behalf of the Lenders, a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in Grantor's behalf required to effectuate the terms, provisions and conditions of this Agreement.

15. Termination. This Agreement shall terminate upon termination of the Loan Agreement and full and final payment of all Obligations of Grantor thereunder. Upon Grantor's request, Agent, on behalf of the Lenders, shall within a reasonable time after any such termination execute and deliver to Grantor (at Grantor's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

16. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**[Signature Page Follows]**



IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.


GRANTOR:

**IRON CITY BREWING, LLC,**  
a Delaware Limited liability company

By: Pittsburgh Brewing Acquisition,  
LLC, a Delaware limited liability  
company

Its: Sole Member

By:

  
\_\_\_\_\_  
Timothy Hickman  
President

*[Signature Page to Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses]*

Agreed to and accepted this 19 day of  
August \_\_, 2008:

**FCC, LLC, d/b/a FIRST CAPITAL, a  
Florida limited liability company, as Agent**

By:



Lee Elmore  
Senior Vice President

*[Signature Page to Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses]*

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**Patent Collateral**



None.


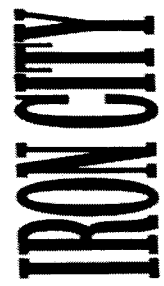
**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**




**Trademark Collateral**



(see attached)

United States Trademark Registrations and Applications




Mark	Country	Registration No. (Serial No.)	Registration Date	Status	Renewal Due
AMERICAN	United States	0643376	3/26/1957	Registered	3/26/2017
AMERICAN LIGHT	United States	2128307	1/13/1998	Registered	1/13/2018
AMERICAN LIGHT MADE IN THE USA and Design 	United States	1482628	3/29/1988	Registered	3/29/2018
AMERICAN MADE IN THE USA and Design 	United States	1920059	9/19/1995	Registered	9/19/2015
AUGUSTINER	United States	2478537	8/14/2001	Registered	8/14/2011
I.C. GOLDEN LAGER	United States	(74/399,936)		Abandoned	


Mark	Country	Registration No. (Serial No.)	Registration Date	Status	Renewal Due
I-C GOLDEN LAGER	United States	(73/493,864)		Expired	
I.C. LIGHT	United States	1358351	9/3/1985	Registered	9/3/2015
I.C. LIGHT (Stylized)	United States	2206232	11/24/1998	Registered	11/24/2008
					
I.C. LIGHT TWIST	United States	2204537	11/17/1998	Registered	11/17/2008
IRON CITY	United States	1809461	12/7/1993	Registered	12/7/2013
IRON CITY (Stylized)	United States	0582833	11/24/1953	Registered	11/24/2013
					
IRON CITY BEER	United States	2966482	7/12/2005	Registered	7/12/2015
IRON CITY BEER and Design	United States	2947803	5/10/2005	Registered	5/10/2015

Mark	Country	Registration No. (Serial No.)	Registration Date	Status	Renewal Due
					
IRON CITY BEER and Design	United States	2575139	6/4/2002	Registered	6/4/2012
					
IRON CITY BEER PITTSBURGH BREWING CO. and Design	United States	2091023	8/26/1997	Registered	8/26/2017
					
IRON CITY BEER PITTSBURGH BREWING CO. SINCE 1861 and Design	United States	2965003	7/5/2005	Registered	7/5/2015

Mark	Country	Registration No. (Serial No.)	Registration Date	Status	Renewal Due
					
IRON CITY DARK	United States	1421367	12/16/1986	Registered	12/16/2016
J.J. WAINWRIGHT'S	United States	1799580	10/19/2003	Registered	10/19/2013
Miscellaneous Design 	United States	2211888	12/15/1998	Registered	12/15/2008
MUSTANG	United States	1441389	6/2/1987	Registered	6/2/2017
MUSTANG MALT LIQUOR and Design	United States	1451189	8/4/1987	Registered	8/4/2017



Mark	Country	Registration No. (Serial No.)	Registration Date	Status	Renewal Due
					
OLD FROTHINGSLOSH	United States	1416875	11/11/1986	Registered	11/11/2016
OLD GERMAN (Stylized) 	United States	2094751	9/9/1997	Registered	9/9/2017
PITTSBURGH BREWING CO. and Design 	United States	1811001	12/14/1993	Registered	12/14/2013
STERLING (Stylized)	United States	0600470	1/4/1955	Registered	1/4/2015

Mark	Country	Registration No. (Serial No.)	Registration Date	Status	Renewal Due
					

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**Copyright Collateral**

<b>Title</b>	<b>Claimant/ Record Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
Lizard with cherries design.	Keystone Brewers Holding Company	VA 892-730	11/28/1997	Registered
Lizard with limes design.	Keystone Brewers Holding Company	VA 892-731	11/28/1997	Registered

**SCHEDULE D TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**License Collateral**

1. Pittsburgh Snacks & Food Licensing Agreement
2. Snyder of Berlin Licensing Agreement
3. MTH Trains Licensing Agreement
4. Evil Eye Licensing Agreement