

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
Iron City Brewing, LLC		10/08/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	City Brewing Company, LLC		
Street Address:	925 South Third Street		
City:	La Crosse		
State/Country:	WISCONSIN		
Postal Code:	54601		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	77487184	IRON CITY BREWING COMPANY SINCE 1861 ICB	
Serial Number:	73593755	IRON CITY DARK	
Serial Number:	78319826	IRON CITY BEER	
Serial Number:	78319729	IRON CITY BEER	
Serial Number:	78319684	IRON CITY BEER PITTSBURGH BREWING CO. SINCE 1861	
Serial Number:	75923573	IRON CITY BEER	
Serial Number:	75811223	AUGUSTINER	
Serial Number:	75137257	IRON CITY BEER PITTSBURGH BREWING CO.	
Serial Number:	75136866	AMERICAN LIGHT	
Serial Number:	75136377	OLD GERMAN	
Serial Number:	74546872	AMERICAN MADE IN THE USA	
Serial Number:	74360348	J.J. WAINWRIGHT'S	
Serial Number:	74308876	PITTSBURGH BREWING CO.	
Serial Number:	74302711	IRON CITY	

OP \$565.00 77487184

Serial Number:	73623592	MUSTANG MALT LIQUOR
Serial Number:	73623591	MUSTANG
Serial Number:	73525264	I.C. LIGHT
Serial Number:	72008376	AMERICAN
Serial Number:	71640525	IRON CITY
Serial Number:	77491924	A AUGUSTINER
Serial Number:	77491972	I.C.LIGHT
Serial Number:	73673440	AMERICAN LIGHT MADE IN THE USA

CORRESPONDENCE DATA

Fax Number: (412)227-5551

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: wbuck@leechtishman.com

Correspondent Name: William A. Buck

Address Line 1: 525 William Penn Place, 30th FL

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:	William A. Buck
Signature:	/William A. Buck/
Date:	10/11/2010

Total Attachments: 7

source=Trademark Collateral Security Agreement - Executed#page1.tif
source=Trademark Collateral Security Agreement - Executed#page2.tif
source=Trademark Collateral Security Agreement - Executed#page3.tif
source=Trademark Collateral Security Agreement - Executed#page4.tif
source=Trademark Collateral Security Agreement - Executed#page5.tif
source=Trademark Collateral Security Agreement - Executed#page6.tif
source=Trademark Collateral Security Agreement - Executed#page7.tif

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement") made as of this 8th day of October, 2010 by and among (a) IRON CITY BREWING, LLC, a Delaware limited liability company with an address of 3340 Liberty Avenue, Pittsburgh, Pennsylvania 15201, and KEYSTONE BREWERS HOLDING COMPANY, a Delaware corporation with an address of 3340 Liberty Avenue, Pittsburgh, Pennsylvania 15201 ("Keystone") (each, an "ICB Party" and together, the "ICB Parties"); and (b) CITY BREWING COMPANY, LLC, a Wisconsin limited liability company with an address of 925 South Third Street, La Crosse, Wisconsin 54601 ("CBC"), and CBC LATROBE ACQUISITION, LLC, a Pennsylvania limited liability company with an address at 100 33rd Street, Latrobe, Pennsylvania 15650 ("CBC Latrobe" and together with CBC, the "CBC Parties").

WHEREAS, the ICB Parties and the CBC Parties are parties to that certain Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement");

WHEREAS, the ICB Parties have granted to the CBC Parties, for its benefit, a lien and security interest in certain Collateral, as that term is defined in the Security Agreement, including, without limitation, all right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the ICB Parties' Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations; and

WHEREAS, the lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the CBC Parties pursuant to the Security Agreement.

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, each of the ICB Parties and the CBC Parties hereby agree as follows:

1. Incorporation of Security Agreement. Each ICB Party hereby acknowledges and affirms that the rights and remedies of the CBC Parties with respect to the liens and security interests in the Trademark Collateral (defined below) made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to the CBC Parties shall be in addition to any rights and remedies granted under the Security Agreement, under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademark Collateral by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademark Collateral) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant of Security Interest. Each ICB Party hereby grants to the CBC Parties, individually and collectively, a lien and continuing security interest in all of such ICB Party's right, title, and interest in, to, and under the following trademarks and related properties and rights (being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, including:

(a) each registered and unregistered trademark or service mark ("Trademark"), trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Exhibit A annexed hereto, together with the goodwill of the business symbolized thereby; and

(b) each Trademark License ("Trademark License"), including, without limitation, each Trademark License listed in Exhibit A annexed hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any ICB Party against third parties for past, present or future (i) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration or Trademark License referred to in Exhibit A annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Exhibit A annexed hereto; or (ii) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

3. Perfection of Security Interest. The ICB Parties shall permit and shall take all actions, and authorize, execute and deliver and permit the execution, deliver and filing of, from time to time, all instruments and documents, necessary or appropriate, to create or continue the validity, enforceability and perfected status of the grant of the security interest, including, without limitation, executing or authorizing the CBC Parties to execute and/or file financing statements and continuation statements, if necessary.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Security Agreement, each ICB Party hereby covenants and agrees that the CBC Parties, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Security Agreement and/or as permitted by law, in its exclusive discretion, to foreclose upon the Trademark Collateral covered hereby. Each ICB Party hereby authorizes and empowers the CBC Parties, its successors and assigns, and any officer or agent of the CBC Parties, in its exclusive discretion, as such ICB Party's true and lawful attorney-in-fact, with the power to endorse such ICB Party's name on all applications, assignments, documents, papers and instruments necessary for the CBC Parties, to use the Trademark Collateral or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone else, or necessary for the CBC Parties to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit B. Each ICB Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the term of this Agreement and until all Obligations are indefeasibly paid and satisfied in full and the Security Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Collateral Security Agreement as of the date first written above.

ICB PARTIES:

IRON CITY BREWING, LLC

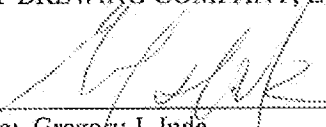
By: _____
Name: _____
Title: _____

KEYSTONE BREWERS HOLDING COMPANY

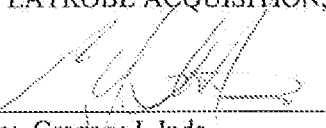
By: _____
Name: _____
Title: _____

CBC PARTIES:

CITY BREWING COMPANY, LLC

By:  _____
Name: Gregory J. Inda
Title: Chief Financial Officer


CBC LATROBE ACQUISITION, LLC

By:  _____
Name: Gregory J. Inda
Title: Chief Financial Officer


IN WITNESS WHEREOF, the parties have duly executed this Trademark Collateral Security Agreement as of the date first written above.

ICB PARTIES:

IRON CITY BREWING, LLC

By: 
Name: Timothy Hickman
Title: CEO

KEYSTONE BREWERS HOLDING COMPANY

By: 
Name: Timothy Hickman
Title: _____

CBC PARTIES:

CITY BREWING COMPANY, LLC

By: _____
Name: Gregory J. Inda
Title: Chief Financial Officer

CBC LATROBE ACQUISITION, LLC

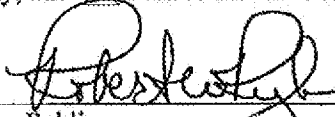
By: _____
Name: Gregory J. Inda
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL SECURITY AGREEMENT]

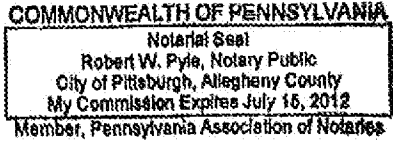
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Allegheny :

On this 7th day of October ~~August~~ 2010, before me personally appeared Tim Hickman, known to me and being duly sworn, deposes and says that he is authorized to sign on behalf of IRON CITY BREWING, LLC, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires: 7/15/2012

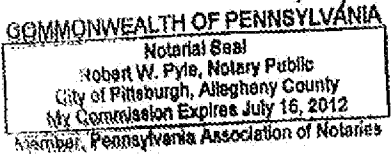


UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Allegheny :

On this 7th day of October ~~August~~ 2010, before me personally appeared Tim Hickman, known to me and being duly sworn, deposes and says that he is authorized to sign on behalf of KEYSTONE BREWERS HOLDING COMPANY, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires: 7/15/2012



[NOTARY ACKNOWLEDGEMENT - TRADEMARK COLLATERAL SECURITY AGREEMENT]

EXHIBIT A

TRADEMARKS, REGISTRATIONS AND APPLICATIONS

Serial Number	Registration Number	Mark
77487184	3652373	IRON CITY BREWING COMPANY SINCE 1861 ICB
73593755	1421367	IRON CITY DARK
78319826	2966482	IRON CITY BEER
78319729	2947803	IRON CITY BEER
78319684	2965003	IRON CITY BEER PITTSBURGH BREWING CO. SINCE 1861
75923573	2575139	IRON CITY BEER
75811223	2478537	AUGUSTINER
75137257	2091023	IRON CITY BEER PITTSBURGH BREWING CO.
75136866	2128307	AMERICAN LIGHT
75136377	2094751	OLD GERMAN
74546872	1920059	AMERICAN MADE IN THE USA
74360348	1799580	J.J. WAINWRIGHT'S
74308876	1811001	PITTSBURGH BREWING CO.
74302711	1809461	IRON CITY
73623592	1451189	MUSTANG MALT LIQUOR
73623591	1441389	MUSTANG
73525264	1358351	I.C. LIGHT
72008376	0643376	AMERICAN
71640525	0582833	IRON CITY
77491924		A AUGUSTINER
77491972	3590403	I.C.LIGHT
73673440	1482628	AMERICAN LIGHT MADE IN THE USA

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, _____ ("Assignor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Assignee"), having a place of business at _____, is desirous of acquiring said [Trademarks];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, its successors and assigns, does hereby transfer, assign and set over unto Assignee, its successors, transferees and assigns, subject to the terms of the Trademark Collateral Security Agreement dated August __, 2010 between Assignor, certain of its affiliates and Assignee, all of its present and future right, title and interest in and to the [Trademarks] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: