

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Beer & Beverage, LLC		08/06/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund, LLLP		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Limited Liability Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2193033	CAROLINA BLONDE	
Registration Number:	2596165	CHARLESTON ALES	
Registration Number:	2116605	COTTONWOOD	
Registration Number:	3723066	RED, WHEAT, & BLUE	
Serial Number:	77541698	COTTONWOOD	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$140.00 2193033

ATTORNEY DOCKET NUMBER:	2932852.00015TRIANGLEMEZZ
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	08/09/2010
Total Attachments: 7 source=Triangle and Carolina BeerTM Security Agreement#page1.tif source=Triangle and Carolina BeerTM Security Agreement#page2.tif source=Triangle and Carolina BeerTM Security Agreement#page3.tif source=Triangle and Carolina BeerTM Security Agreement#page4.tif source=Triangle and Carolina BeerTM Security Agreement#page5.tif source=Triangle and Carolina BeerTM Security Agreement#page6.tif source=Triangle and Carolina BeerTM Security Agreement#page7.tif	

THIS AGREEMENT AND THE INDEBTEDNESS AND OTHER OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”) DATED AS OF AUGUST 6, 2010 AMONG TRIANGLE MEZZANINE FUND, LLLP, BANK OF MONTREAL, AS AGENT FOR THE SENIOR CREDITORS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND CERTAIN OTHER PARTIES AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

August 6, 2010

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Carolina Beer & Beverage, LLC, a North Carolina limited liability company (the “Grantor”) with principal offices at 110 Barley Park Lane, Mooresville, North Carolina 28115, hereby grants Triangle Mezzanine Fund, LLLP, as Collateral Agent, with principal offices at 3700 Glenwood Avenue, Suite 530, Raleigh, North Carolina 27612 (the “Collateral Agent”), pursuant to the Security Agreement among the Grantor, each affiliate of the Grantor that is party thereto from time to time and the Collateral Agent, dated as of August 6, 2010 (the “Security Agreement”), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) the United States trademarks and registrations and applications therefor set forth on Schedule A attached hereto (the “Trademarks”); provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law;

(b) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark.

THIS SECURITY INTEREST (this “Agreement”) is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents.

Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have

been paid in full, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record the grant of security interest made pursuant to this Agreement.

This security interest has been made in conjunction with the security interest granted to the Collateral Agent for the benefit of the Lender Parties under and as defined in the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

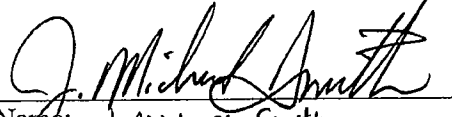
THIS GRANT AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS GRANT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (INCLUDING STATUTE OF LIMITATIONS) OF THE STATE OF NORTH CAROLINA (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF).

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE RIGHTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 6, 2010 (AS AMENDED, SUPPLEMENTED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BANK OF MONTREAL, IN ITS CAPACITY AS SENIOR AGENT, TRIANGLE MEZZANINE FUND, LLLP, IN ITS CAPACITY AS JUNIOR AGENT, AND THE OTHER PARTIES THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CAROLINA BEER & BEVERAGE, LLC, Grantor

By: 
Name: J. Michael Smith
Title: CEO

TRIANGLE MEZZANINE FUND, LLLP, as
Collateral Agent

By: New Triangle GP, LLC, its General Partner
By: Triangle Capital Corporation, its Manager

By: 
Jeffrey Dombcik, Principal

STATE OF North carolina)
) ss.:
COUNTY OF wake)

On this 3 day of August, 2010, before me personally came Jeffrey Dombcik who, being by me duly sworn, did state as follows: that he is a Principal of Triangle Capital Corporation, the Manager of New Triangle GP, LLC, the General Partner of Triangle Mezzanine Fund, LLLP and that he is authorized to execute the foregoing Security Interest on behalf of and with the authority of said Person.

Frances M Blanton
Notary Public



SCHEDULE A

MARK	REGISTRATION NO. (APPLICATION NO.)	REGISTRATION DATE (APPLICATION DATE)
CAROLINA BLONDE	2193033	10/6/1998
CHARLESTON ALES	2596165	7/16/2002
COTTONWOOD	2116605	11/25/1997
RED, WHEAT, & BLUE	3723066	12/8/2009
COTTONWOOD	(77541698)	(8/7/2008)