Form PTO-1594 (Rev. 07/05)  OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Office				
RECORDATION FO	ORM COVER SHEET				
TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
Name of conveying party(ies);     Mendocing Brewing Company, Inc.	2. Name and address of receiving party(ies)				
proving company, mc.	Additional names, addresses, or citizenship attached?				
	Name: Cole Teylor Bank				
Individual(s) Association	Internal				
General Partnership Limited Partnership	Address:				
Corporation- State: California	Street Address: 9550 W. Higgins Road				
Other	City: Rosemont				
Citizenship (see guidelines)	State: Illinois				
Additional names of conveying parties attached? Yes VN	Country: USA Zip: 60018				
	CITY CITIZENSNIP				
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship				
Execution Date(s) June 23, 2011	Limited Partnership Cifizenship				
Assignment Merger	Corporation Cilizenship Illinois				
Security Agreement Change of Name	Other Citizenship				
Other	If assignee is not domicited in the United States, a domestic representative designation is attached: Yes No				
4. Application number(s) or registration number(s) an	(Designations must be a separate document from assignment)				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
	See attached Schedule A				
*	Additional sheet(s) attached? 😧 Yes 🔲 No				
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):				
5. Name & address of party to whom correspondence					
concerning document should he malled:	6. Total number of applications and registrations involved:				
Name: CT Lien Solutions					
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440 -				
12-13/10/01/6	Authorized to be charged by credit card				
Street Address: 187 Wolf Rd Ste 101	Authorized to be charged to deposit account				
111	L Enclosed				
city: Albany	8. Payment Information:				
State N Y Zip: 12305	a. Credit Card Last 4 Numbers 576 3				
Phone Number: 800-342-3676	Expiration Date 10/12				
ax Number:	b. Deposit Account Number				
mall Address:	Authorized User Name				
3. Signature:					
Signature	July 8, 2011 Date				
Jodie Grotins	Total number of pages including cover				
Name of Person Signing	sheet, attachments, and document: 9				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Sox 1450, Alexandría, VA 22313-1450

## Schedule A - Trademarks

MARK	APPLICATION/	COUNTRY	OWNER
	REGISTRATION NO.		
BEER DIVA	78/733,102		
	3,350,568	United States	Mendocino Brewing Company, Inc.
BLACK EYE ALE	76/202,158	United States	I will a marking mark that the
	2,667,078		Company, Inc.
BLACK HAWK STOUT	78/835,504	United States	Mendocino Brewing Company, Inc.
BLUE HERON	3,205,652		- winpany, mo.
LOE HCKON	78/117,249 3,818,385	United States	Mendocino Brewing Company, Inc.
BLUE HERON PALE ALE	74/734,782	United States	Mendocino Brewing
Design)	2,011,816		Company, Inc.
REWSLETTER	74/312,700	United States	Mendocino Brewing Co
	1,768,639		
YE OF THE HAWK ELECT ALE	74/093,799 1,673,594	United States	Mendocino Brewing Company, Inc.
ONEY AMBER ROSE &	78/427,796	United States	Mondoo
esign	3,276,229	Officed States	Mendocino Brewing Company, Inc.
OPLAND BREWERY	76/128,830	United States	Mendocina Brewing
	2,509,464		Company, Inc.
ENDOCINO BREWING DMPANY	76/049,154	United States	Mendocino Brewing Company, Inc.
REGRINE GOLDEN	2,441,141		·.
E	76/029,927 2,475,522	United States	Mendocino Brewing Company, Inc.

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TRADEMARK
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RAPTOR RED LAGER and Design	78/304,831	United States	Mendocino Brewing
3	3,113,619		Company, Inc.
RED TAIL Design	74/734,783	United States	Mendocino Brewing
	2,011,817		Company, Inc.
RED TAIL ALE	75/098,240	United States	Mendocino Brewing
-	2,032,382		Company, Inc.
THE FIRST BEER FOR WOMEN	78/475,529	United States	Mendocino Brewing
	2,980,336		Company, Inc.
WHITE HAWK ORIGINAL IPA	78/304,844	United States	Mendocino Brewing
	2,956,999		Company, Inc.
YULETIDE PORTER	74/093,789	United States	Mendocino Brewing
	1,666,891		Company, Inc.

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, MENDOCINO BREWING COMPANY, INC., a California corporation ("Grantor") owns the trademarks, trademark registrations, trademark applications, trademark licenses and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, trademark licenses and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, trademark licenses and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 23, 2011, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, trademark licenses and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

If Grantor shall obtain rights to any new Marks or licenses for Marks, this Grant of Security Interests in Trademarks shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new Marks or trademark licenses. Grantor hereby authorizes Grantee unilaterally to modify this Grant

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of Security Interests in Trademarks by amending <u>Schedule A</u> to include any such new registered Marks or licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant of Security Interests in Trademarks or amend <u>Schedule A</u> shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Marks, whether or not listed on <u>Schedule A</u>.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Securit Interest as of the 33th day of 300c, 2011.	У
GRANTOR:	
MENDOCINO BREWING COMPANY, INC., a California corporation	
By: Name: Mahadevan Narayana Title: Chief Financial Officer	
GRANTEE:	
COVERNO	

COLE TAYLOR BANK, an Illinois banking corporation

By: Name: Jeffrey Seiden

Title: Senior Vice President

Grant of Security Interest in Trademarks and Patents

Name Jeffrey Sertien Title: Scnior Vice President

## Schedule A - Trademarks

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BLUE HERON PALE ALE (Design)	74/734,782	United States	Mendocino Brewing
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BREWSLETTER	74/312,700	United States	Mendocino Brewing Co.
	1,768,639		
EYE OF THE HAWK SELECT ALE	74/093,799	United States	Mendocino Brewing
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Vesign	3,276,229		Company, Inc.
IOPLAND BREWERY	76/128,830	United States	Mendocino Brewing
	2,509,464		Company, Inc.
MENDOCINO BREWING	76/049,154	United States	Mendocino Brewing
	2,441,141		Company, Inc.
EREGRINE GOLDEN LE	76/029,927	United States	Mendocino Brewing
	2,475,522		Company, Inc.

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RED TAIL Design	74/734,783	United States	Mendocino Brewing Company, Inc.
RED TAIL ALE	75/098,240 2,032,382	United States	Mendocino Brewing Company, Inc.
THE FIRST BEER FOR WOMEN	78/475,529 2,980,336	United States	Mendocino Brewing Company, Inc.
WHITE HAWK ORIGINAL IPA	78/304,844 2,956,999	United States	Mendocino Brewing Company, Inc.
YULETIDE PORTER	74/093,789 1,666,891	United States	Mendocino Brewing Company, Inc.

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