

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brew Hub, LLC		11/07/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Henry E. Orren, The Yucaipa Companies		
Street Address:	9130 West Sunset Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85672034	BREW HUB	
Serial Number:	85564114	BREW HUB	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Henry E. Orren		
Address Line 1:	9130 West Sunset Boulevard		
Address Line 2:	The Yucaipa Companies		
Address Line 4:	Los Angeles, CALIFORNIA 90069		
NAME OF SUBMITTER:	Henry E. Orren		
Signature:	/Michael Barys TR/		
Date:	11/14/2013		

OP \$65.00 85672034

Total Attachments: 6

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RECORDATION FORM 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.

1. Name of conveying party(ies):

Brew Hub, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 7, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Henry E. Orren, The Yucaipa Companies

Internal

Address: _____

Street Address: 9130 West Sunset Boulevard

City: Los Angeles

State: California

Country: USA Zip: 90069

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85564114
85672034

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Brew Hub (March 8, 2012) (85564114)
Brew Hub (July 9, 2012) (85670234)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Henry E. Orren

Internal Address: The Yucaipa Companies

Street Address: 9130 West Sunset Boulevard

City: Los Angeles

State: California Zip: 90069

Phone Number: 310/228-2831

Fax Number: 310/789-1791

Email Address: henry.orren@yucaipaco.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

November 13, 2013

Date

Henry E. Orren

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2013, is made by Brew Hub, LLC ("Borrower"), in favor of The Yucaipa Companies, LLC, as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, Borrower is required, pursuant to the Security Agreement, dated as of November 7, 2013, by Borrower, in favor of Agent (the "Security Agreement") to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in the Security Agreement, Borrower hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Borrower, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Borrower (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Borrower of any right under any Trademark, including, without limitation, those referred to on Schedule 4 of the Security Agreement;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest 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 by reference herein as if fully set forth herein.

Section 4. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

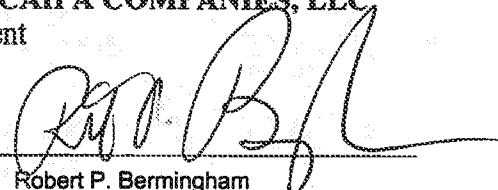
Very truly yours,

BREW HUB, LLC
as Borrower

By: 
Name: Dorothy T. Schwan
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

THE YUCAIPA COMPANIES, LLC
as Agent

By: 
Name: Robert P. Bermingham
Title: Vice President and Secretary

ACKNOWLEDGMENT OF BORROWER

State of Missouri)

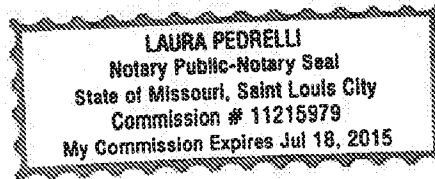
) ss.

County of St. Louis)

On this 7 day of November, 2013 before me personally appeared Timothy Schoen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Brew Hub LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its Board of Directors or applicable managing body and that he acknowledged said instrument to be the free act and deed of said entity.



Notary Public



SCHEDULE 4
TO
SECURITY AGREEMENT
TRADEMARKS

"BREW HUB"

Registration #85672034

"BREW HUB"

Registration #85564114

All related marks, applications and rights thereto.