

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mass. Bay Brewing Company, Inc.		07/02/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association, as Administrative Agent		
Street Address:	28 State Street		
Internal Address:	15th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2991891	100 BARREL SERIES	
Registration Number:	2367876	HARPOON	
Registration Number:	3155097	HARPOON	
Registration Number:	3502603	HARPOON	
Registration Number:	1593325	HARPOON ALE	
Registration Number:	2991907	HARPOON BREWERY	
Registration Number:	2205785	HEFEWEIZEN UFO HARPOON'S UNFILTERED OFFE	
Registration Number:	2557061	LOVE BEER. LOVE LIFE.	
Registration Number:	3464753	NEW ENGLAND'S CRAFT BREWERY	
Registration Number:	3054372	UFO	
Registration Number:	3841109	UFO EXPLORER	
Serial Number:	86179932	LOVE BEER. LOVE LIFE.	
Serial Number:	86276648	UFO BIG SQUEEZE SHANDY	
Serial Number:	86166906	THE LONG THAW	
Serial Number:	86057001	THE WICKED KING	
CORRESPONDENCE DATA			
Fax Number:	4045818330		

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TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	435285-610131
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	07/02/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 2, 2014 is made between Mass. Bay Brewing Company, Inc., a Massachusetts corporation (the "Grantor"), and Citizens Bank, National Association, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to the Credit Agreement, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Borrower Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State

thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; 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, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASS. BAY BREWING COMPANY, INC., as Grantor

By: 

Name: DANIEL C. KENALLY

Title: PRESIDENT

[HARPOON - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005315 FRAME: 0408

CITIZENS BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: John Sidarous
Title: Vice President

[HARPOON - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005315 FRAME: 0409

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Mass. Bay Brewing Company, Inc.	100 BARREL SERIES	78/360,903	2,991,891	September 6, 2005	32 Int. Beer and ale
Mass. Bay Brewing Company, Inc.	HARPOON	75/610,348	2,367,876	July 18, 2000	16 Int. Posters; stickers; coasters made of paper; paper banners, in IC 16
					21 Int. Drinking glasses, pitchers, bottle openers, in IC 21
Mass. Bay Brewing Company, Inc.	HARPOON	78/551,349	3,155,097	October 10, 2006	32 Int. Beverages, namely, beer and ale, in IC 32
					32 Int. Soft drinks in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON	77/194,698	3,502,603	September 16, 2008	43 Int. Bar and restaurant services in IC 43
					33 Int. alcoholic beverages, namely, alcoholic cider
Mass. Bay Brewing Company, Inc.	HARPOON ALE & DESIGN	73/822,292	1,593,325	April 24, 1990	32 Int. Ale, in IC 32

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Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Mass. Bay Brewing Company, Inc.	HARPOON BREWERY AND DESIGN	78/363,260	2,991,907	September 6, 2005	25 Int. Clothing, namely short-sleeve T-shirts, long-sleeve T-shirts, hats, windshirts, vests, sweatshirts, bicycling jerseys, golf shirts, in IC 25 32 Int. Beer and ale, in IC 32
Mass. Bay Brewing Company, Inc.	HEFEWEIZEN UFO UNFILTERED OFFERING! BREWED BY HARPOON	75/402,370	2,205,785	November 24, 1998	32 Int. Beer, in IC 32
Mass. Bay Brewing Company, Inc.	LOVE BEER. LOVE LIFE	76/006,282	2,557,061	April 2, 2002	25 Int. Jackets, sweatshirts, tee-shirts, hats and headbands, in IC 25 42 Int. Pub services, in IC 42
Mass. Bay Brewing Company, Inc.	NEW ENGLAND'S CRAFT BREWERY	77/258,952	3,464,753	July 8, 2008	35 Int. On-line retail store services featuring clothing, glassware, belts, beach towels, bar towels, tote bags, dog leashes, gift boxes, coasters, tap handles, key chains and road signs
Mass. Bay Brewing Company, Inc.	UFO	78/551,352	3,054,372	January 31, 2006	32 Int. Beer

Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Mass. Bay Brewing Company, Inc.	UFO EXPLORER	77/923,175	3,841,109	August 31, 2010	32 Int. alcoholic beverages, namely, beers

Pending Trademark Applications

Owner of Record	Trademark	Application Number	Filing Date	Goods
Mass. Bay Brewing Company, Inc.	LOVE BEER. LOVE LIFE	86/179,932	January 30, 2014	32 Int. Beer
Mass. Bay Brewing Company, Inc.	UFO BIG SQUEEZE SHANDY	86/276,648	May 9, 2014	32 Int. Beer
Mass. Bay Brewing Company, Inc.	THE LONG THAW	86/166,906	January 16, 2014	32 Int. Beer
Mass. Bay Brewing Company, Inc.	THE WICKED KING	86/057,001	September 5, 2013	32 Int. Beer