

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terrapin Beer Company, LLC		02/12/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	MillerCoors LLC		
Street Address:	250 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86384939	HI-5	
Serial Number:	86384933	KRUNKLES	
Registration Number:	3093809	BIG HOPPY MONSTER	
Registration Number:	2794891	TERRAPIN	
Registration Number:	3834902	HOPSECUTIONER	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>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.</i>			
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	37261.149003		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	02/12/2015		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 12, 2015, between Terrapin Beer Company, LLC, a Georgia limited liability company (the "Grantor"), and MillerCoors LLC, a Delaware limited liability company (the "Lender").

WITNESSETH:

WHEREAS, the Grantor executed and delivered to the Lender that certain Loan Agreement dated as of June 26, 2012 (as amended from time to time, the "Loan Agreement") to evidence loans to be made by the Lender to the Grantor; and

WHEREAS, as a condition to making of the Loan, the Grantor is required to execute and deliver to the Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under all of its trademarks, whether presently existing or hereafter created or acquired and the goodwill associated therewith ("Trademarks") and all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or any breach of any license entered into in connection therewith (collectively, the "Trademark Collateral"), including without limitation the Trademarks which have been registered with the United States Patent and Trademark Office and are listed on Schedule I hereto.
3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the "Obligations" as defined in the Loan Agreement (the "Obligations"), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Lender whether or not they are unenforceable or not allowable due to the existence of a bankruptcy or other insolvency proceeding involving the Grantor.
4. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any hereafter acquired Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way

affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. REMEDIES UPON EVENT OF DEFAULT. If an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, the Lender may exercise all rights and remedies under this Trademark Security Agreement, the Loan Agreement or any other agreement between the Lender and the Grantor or that are available to a secured creditor under the Uniform Commercial Code as in effect in the applicable jurisdiction or that are otherwise available at law or in equity, at any time, in any order and in any combination.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or the Loan Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any person or entity shall be construed to include such person's or entity's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of such writing, and such writing so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

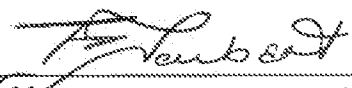
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Terrapin Beer Company, LLC, as Grantor

By: 
Name: F. J. Skorzewski
Title: CFO

Accepted and Acknowledged by:

MillerCoors LLC, as Lender

By: 
Name: TRACEY JOUBERT
Title: EVP & CFO

Schedule I

U.S. Trademarks

<u>Trademark Application/Registered Trademark</u>	<u>Serial Number/Registration Number</u>
HI-5	86384939
KRUNKLES	86384933
BIG HOPPY MONSTER	3093809
TERRAPIN	2794891
HOPSECUTIONER	3834902