

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brew Hub, LLC		02/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie US Trading LLC, as Administrative Agent		
Street Address:	125 West 55 Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85564114	BREW HUB	
Serial Number:	85672034	BREW HUB	
Serial Number:	86061874	DIVER DOWN	
Serial Number:	86238481	MARCH CRAFTNESS	
Serial Number:	86061884	POOL HOP	
Serial Number:	86064305	REPEAL 18	
Serial Number:	86061858	ÜBII	
CORRESPONDENCE DATA			
Fax Number:	3105527031		
<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:	3105518755		
Email:	pto-cc@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, Suite 4000		
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	64748-00030		
NAME OF SUBMITTER:	Mandy Robertson-Bora		

CH \$190.00 85564114

SIGNATURE:	/mandy robertson-bora/
DATE SIGNED:	02/20/2015
Total Attachments: 6 source=Macquarie -- Brew Hub -- Trademark Security Agreement#page1.tif source=Macquarie -- Brew Hub -- Trademark Security Agreement#page2.tif source=Macquarie -- Brew Hub -- Trademark Security Agreement#page3.tif source=Macquarie -- Brew Hub -- Trademark Security Agreement#page4.tif source=Macquarie -- Brew Hub -- Trademark Security Agreement#page5.tif source=Macquarie -- Brew Hub -- Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2015, is made by **BREW HUB, LLC**, a Delaware limited liability company, with its place of business located at 17209 Chesterfield Airport Road, Chesterfield, Missouri 63005 (the "**Grantor**"), in favor of **MACQUARIE US TRADING LLC** ("**Macquarie**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 19, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Credit Agreement**"), among, *inter alios*, Brew Hub, LLC, a Delaware limited liability company (the "**Borrower**"), the other Credit Parties, the Lenders from time to time party thereto and Macquarie, as the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

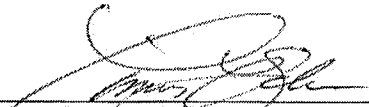
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

[SIGNATURE PAGES FOLLOW]

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.

BREW HUB, LLC, a Delaware limited liability company, as the Grantor

By: 
Name: Timothy Schoen
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

MACQUARIE US TRADING LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

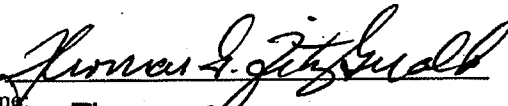
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

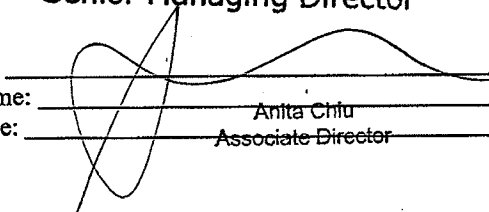
BREW HUB, LLC, a Delaware limited liability company, as the Grantor

By: _____
Name: Timothy Schoen
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

MACQUARIE US TRADING LLC,
as Administrative Agent

By: 
Name: _____
Title: **Thomas G. FitzGerald**
Senior Managing Director

By: 
Name: _____
Title: **Anita Chiu**
Associate Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark Status by Trademark							Page 1 of 4
Trademark	Status SP Matter	Application Number Registration Number	Filing Date Registration Date	Next Action(s)	Due Date(s)		
BREW HUB	Allowed BRWH1720	85/554,114	08-Mar-2012	Statement of Use/4th Extension	06-Nov-2014		
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 43 Int. Goods: 43 Int. restaurant and bar services							
BREW HUB	Allowed BRWH1721	85/672,034	09-Jul-2012	Statement of Use/4th Extension	19-Feb-2015		
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 40 Int. Goods: 40 Int. brewery services							
DIVER DOWN	Allowed BRWH1725	86/051,874	11-Sep-2013	Statement of Use/1st Extension	25-Sep-2014		
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 32 Int. Goods: 32 Int. beer							

Trademark Status by Trademark

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Trademark	Status SP Matter	Application Number Registration Number	Filing Date Registration Date	Next Action(s)	Due Date(s)
MARCH CRAFTNESS	Published BRWH1728	86/238,481	01-Apr-2014	PB STATUS CHECK	03-Mar-2015
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 41 Int. Goods: 41 Int. providing recognition and incentives by the way of awards and contests to demonstrate excellence in the field of brewing beer					

POOL HOP	Allowed BRWH1726	86/061,884	11-Sep-2013	Statement of Use/1st Extension	06-Nov-2014
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 32 Int. Goods: 32 Int. beer					

REPEAL 18	Pending BRWH1724	86/064,305	13-Sep-2013		
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 32 Int. Goods: 32 Int. beer					

Trademark Status by Trademark

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Trademark	Status SP Matter	Application Number Registration Number	Filing Date Registration Date	Next Action(s)	Due Date(s)
ROAD TO THE FINAL POUR	DECIDED TO USE BUT NOT FILE				
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: Goods:					
übü (stylized)	Allowed BRWH1723	86/061,858	11-Sep-2013	Statement of Use/1st Extension	01-Oct-2014
Country: United States of America Client: Brew Hub, LLC Client Reference: Class: 32 Int. Goods: 32 Int. beer					