

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Brewing, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4615311	NOT YOUR FATHER'S ROOT BEER	
Registration Number:	4591527	SMALL TOWN BREWERY	
Registration Number:	4615312	NOT YOUR FATHER'S	
Registration Number:	4622185	NOT YOUR FATHER'S	
Registration Number:	4625894	NOT YOUR FATHER'S ROOT BEER	
Registration Number:	4655432	HAND CRAFTED MICRO-BEERS SMALL TOWN BREW	
Serial Number:	86176779	SMALL TOWN BREWERY	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	ipmail@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1300 I St., NW, Suite 300 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	104085-0312		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		

CH \$190.00 4615311

DATE SIGNED:

03/19/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of this 2nd day of March, 2015, by INNOVATIVE BREWING, LLC, a Delaware limited liability company ("**Grantor**"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("**Lender**").

W I T N E S S E T H

WHEREAS, Phusion Projects, LLC, a Delaware limited liability company ("**Borrower**"), and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, Grantor has guaranteed all of Borrower's obligations to Lender, including under the Loan Agreement, pursuant to that certain Continuing Unconditional Guaranty dated as of even date herewith made by Grantor in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "**Guaranty**");

WHEREAS, in connection with the Guaranty, Grantor and Lender have entered into that certain Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Security Agreement**"), which provides for the grant by Grantor to Lender of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Loan Agreement, the Guaranty, the Security Agreement and all other all other agreements, documents and instruments executed in connection therewith (collectively, the "**Financing Agreements**") and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement), Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications and any other Excluded Property) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and

made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) As of the date hereof, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) As of the date hereof, to the knowledge of Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) As of the date hereof, Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark that would have a Material Adverse Effect; and

(iv) Grantor has the limited liability company power and authority to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark outside of the ordinary course of business to the extent such sale or assignment could reasonably be expected to have a Material Adverse Effect or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, as of the date hereof, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing federally registered Trademarks or federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) of which Grantor has not previously informed Lender, (ii) become entitled to the benefit of any such registered Trademarks or applications for registration of such Trademarks, which benefit is not in existence on the date hereof, or (iii) take

any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of Grantor, Grantor shall give to Lender prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All reasonable and documented expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All reasonable and documented fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, and (iii) to ensure that the Trademarks are and remain enforceable, in each case, to the extent deemed advisable in Borrower's commercially reasonable business judgment. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor

shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11 to the extent set forth in Section 9.

12. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and permitted assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

INNOVATIVE BREWING, LLC

By: Phusion Projects, LLC

Its: Member

By: 

Name: Jaisen Freeman

Title: President

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Name: Jennifer L. Kempton

Title: Managing Director

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

INNOVATIVE BREWING, LLC

By: Phusion Projects, LLC
Its: Member

By: _____
Name: Jaisen Freeman
Title: President

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By: 
Name: Jennifer L. Kempton
Title: Managing Director

SCHEDULE A

TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>DATE FILED</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
NOT YOUR FATHER'S ROOT BEER (STYLIZED)	U.S.	2/4/2014	86/184,452	4,615,311 (9/30/2014)
SMALL TOWN BREWERY	U.S.	7/23/2013	86/018,058	4,591,527 (08/26/14)
NOT YOUR FATHER'S (STYLIZED)	U.S.	2/5/2014	86/184,902	4,615,312 (09/30/2014)
NOT YOUR FATHER'S	U.S.	7/23/2013	86/017,669	4,622,185 (10/14/2014)
NOT YOUR FATHER'S ROOT BEER	U.S.	7/23/2013	86/017,743	4,625,894 (10/21/2014)
HAND CRAFTED MICRO-BEERS SMALL TOWN BREWERY (& DESIGN)	U.S.	1/28/2014	86/177,931	4,655,432 (12/16/2014)
SMALL TOWN BREWERY (STYLIZED)	U.S.	1/27/2014	86/176,779	N/A