

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abita Brewing Co., L.L.C.		04/30/2015	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4703852	PECAN	
Registration Number:	4705314	WROUGHT IRON	
Registration Number:	4672823	BOURBON STREET	
Registration Number:	4634031	STRAWGATOR	
Registration Number:	4634030	LEGENDARY GATOR	
Registration Number:	4610954	SEERSUCKER	
Registration Number:	4607246	IMPERATOR	
Registration Number:	4607245	TRIPLE HAZE	
Registration Number:	3971849	SAVE OUR SHORE	
Registration Number:	3971848	SOS	
Registration Number:	2757582	TURBODOG	
Registration Number:	3986282	PURPLE HAZE	
Registration Number:	3986281	PURPLE HAZE	
Registration Number:	4012903	ABITA BEER	
Registration Number:	4012902	ABITA BEER	
Registration Number:	4019923	ABITA	
Registration Number:	4012901	ABITA	
Registration Number:	3458862	JOCKAMO IPA	
Registration Number:	3463225	RESTORATION ALE	
TRADEMARK			

OP \$665.00 4703852

Property Type	Number	Word Mark
Registration Number:	3454607	LOUISIANA TRUE
Registration Number:	3481795	ABITA
Registration Number:	3310101	PECAN
Registration Number:	2282464	PURPLE HAZE
Registration Number:	2178241	ABITA
Registration Number:	2213433	ANDYGATOR
Registration Number:	1927815	ABITA BEER

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.099
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/01/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 30, 2015, by and among ABITA BREWING CO., L.L.C. ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith, by and among the Grantor, as Borrower ("Borrower"), the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, pursuant to that certain Security Agreement, dated as of even date herewith, by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as Grantor begins to use such trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests

granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

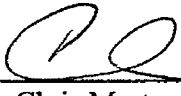
5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. CONFLICTS. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

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

ABITA BREWING CO., L.L.C.

By: 
Name: Chris Masto
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: **Marc C. Robinson**
Title: **Managing Director**

Schedule A

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
PECAN	86385327	Registered	4703852	3/17/15	Abita Brewing Company, LLC
WROUGHT IRON	86270037	Registered	4705314	3/17/15	Abita Brewing Company, LLC
BOURBON STREET	86107971	Registered	4672823	1/13/15	Abita Brewing Company, LLC
STRAWGATOR	86114290	Registered	4634031	11/4/14	Abita Brewing Company, LLC
LEGENDARY GATOR	86114274	Registered	4634030	11/4/14	Abita Brewing Company, LLC
SEERSUCKER	86005691	Registered	4610954	9/23/14	Abita Brewing Company, LLC
IMPERATOR	86114225	Registered	4607246	9/16/14	Abita Brewing Company, LLC
TRIPLE HAZE	86114196	Registered	4607245	9/16/14	Abita Brewing Company, LLC
SAVE OUR SHORE	85045456	Registered	3971849	5/31/11	Abita Brewing Company, LLC
SOS	85045448	Registered	3971848	5/31/11	Abita Brewing Company, LLC
TURBODOG	78115632	Registered	2757582	8/26/03	Abita Brewing Company, L.L.C.
PURPLE HAZE	77752657	Registered	3986282	6/28/11	Abita Brewing Company, LLC
PURPLE HAZE	77752645	Registered	3986281	6/28/11	Abita Brewing Company, LLC
ABITA BEER	77752609	Registered	4012903	8/16/11	Abita Brewing Company, LLC
ABITA BEER	77752571	Registered	4012902	8/16/11	Abita Brewing Company, LLC
ABITA	77752357	Registered	4019923	8/30/11	Abita Brewing Co., LLC
ABITA	77752016	Registered	4012901	8/16/11	Abita Brewing Company, LLC
JOCKAMO IPA	77102983	Registered	3458862	7/1/08	Abita Brewing Co., L.L.C.
RESTORATION ALE	77093738	Registered	3463225	7/8/08	Abita Brewing Co., L.L.C.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
LOUISIANA TRUE	77093810	Registered	3454607	6/24/08	Abita Brewing Co., L.L.C.
ABITA	77219396	Registered	3481795	8/5/08	Abita Brewing Company, LLC
PECAN	77094291	Registered	3310101	10/9/07	Abita Brewing Co., L.L.C.
PURPLE HAZE	75295710	Registered	2282464	10/5/99	Abita Brewing Co., L.L.C.
ABITA	75295709	Registered	2178241	8/4/98	Abita Brewing Co., L.L.C.
ANDYGATOR	75284804	Registered	2213433	12/22/98	Abita Brewing Co., L.L.C.
ABITA BEER	74575324	Registered	1927815	10/17/95	Abita Brewing Co., L.L.C.