

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARFLY VENTURES, LLC		08/31/2015	LIMITED LIABILITY COMPANY: MICHIGAN
50 Amp Fuse, LLC		08/31/2015	LIMITED LIABILITY COMPANY: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	CIP ADMINISTRATIVE, LLC
<b>Street Address:</b>	3131 McKinney Avenue, Suite 850
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75204
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86721583	BARFLY VENTURES
Serial Number:	86672556	BEER RIGHT MEOW
Serial Number:	86672548	HOPCAT
Serial Number:	86672537	HOPCAT
Serial Number:	86588466	INSPIRATION THROUGH FERMENTATION
Serial Number:	86162170	BARFLY VENTURES
Serial Number:	86162450	BAR FLY VENTURES
Registration Number:	4446933	CRACK FRIES
Registration Number:	3703885	HOPCAT
Registration Number:	3678174	HOPCAT
Registration Number:	1908008	GRAND RAPIDS BREWING COMPANY

## CORRESPONDENCE DATA

Fax Number: 3123249400

*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: 312-324-8400

Email: pctrademarks@perkinscoie.com

TRADEMARK

**Correspondent Name:** Jaime T. Willis  
**Address Line 1:** 131 South Dearborn Street  
**Address Line 2:** Suite 1700  
**Address Line 4:** Chicago, ILLINOIS 60603-5559

**ATTORNEY DOCKET NUMBER:** 087084-0008

**NAME OF SUBMITTER:** Jaime T. Willis

**SIGNATURE:** /Jaime T. Willis/

**DATE SIGNED:** 09/16/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2015, by and among BARFLY VENTURES, LLC, a Michigan limited liability company, 50 Amp Fuse, LLC, a Michigan limited liability company (each a "Grantor"), in favor of CIP ADMINISTRATIVE, LLC, in its capacity as the administrative agent (in such capacity, the "Administrative Agent") for the financial institutions from time to time party to the Credit Agreement referred to below.

### RECITALS

A. Borrowers (as defined in the Credit Agreement), including each Grantor, the financial institutions from time to time party thereto, as Lenders thereunder, and the Administrative Agent entered into that certain Credit Agreement of even date herewith (the "Credit Agreement"), pursuant to which the Lenders are providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers.

B. In order to secure the Financial Accommodations, each Grantor has granted to the Administrative Agent a security interest and lien in and to all of such Grantor's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Credit Agreement and the other Loan Documents (as such term is defined in the Credit Agreement) is that each Grantor shall have executed and delivered this Agreement to the Administrative Agent.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of each Grantor and the Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor covenants unto and agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. Grant Of Security Interest In Trademark Collateral. To secure the Obligations, each Grantor hereby grants to the Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. Each Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization To Supplement. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks therefor of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Assignments. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its


successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

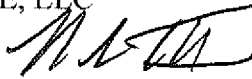
8. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[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.

BARFLY VENTURES, LLC, as Grantor

By:   
Name: Mark A. Sellers III  
Title: President

50 AMP FUSE, LLC  
By:   
Name: Mark A. Sellers III  
Title: President

ACCEPTED AND AGREED:

CIP ADMINISTRATIVE, LLC, as  
Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

BARFLY VENTURES, LLC, as Grantor

By: \_\_\_\_\_  
Name: Mark A. Sellers III  
Title: President

50 AMP FUSE, LLC

By: \_\_\_\_\_  
Name: Mark A. Sellers III  
Title: President




ACCEPTED AND AGREED:

CIP ADMINISTRATIVE, LLC, as  
Administrative Agent

By: \_\_\_\_\_  
Name: Travis Baldwin  
Title: Authorized Signatory

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Applications**

<u>Mark</u>	<u>Owner</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
BARFLY VENTURES	BarFly Ventures, LLC	86721583	8/11/15			35	Restaurant management services for others; Bar management services; Promoting, marketing and advertising goods and services; Business management services; Restaurant management
BEER RIGHT MEOW	BarFly Ventures, LLC	86672556	6/24/15			32	Beer
HOPCAT	BarFly Ventures, LLC	86672548	6/24/15			32	Beer
 HOPCAT	BarFly Ventures, LLC	86672537	6/24/15			32	Beer
INSPIRATION THROUGH FERMENTATION	BarFly Ventures, LLC	86588466	4/6/15			43	Restaurant services; Bar and restaurant services
BARFLY VENTURES	BarFly Ventures, LLC	86162170	1/10/14			43	Restaurant services; Bar and restaurant services
 BARFLY VENTURES	BarFly Ventures, LLC	86162450	1/10/14			43	Restaurant services; Bar and restaurant services
<b>Registrations</b>							
CRACK FRIES		85886380	3/26/13	4446933	12/10/13	29	Prepared dishes of food with potato as a main ingredient, potato based dishes for consumption on or off the premises, seasoned beer battered fries, potato fries
 CRACK FRIES		76691836	8/4/08	3703885	11/3/09	43	Providing alcoholic and nonalcoholic drinks and food for consumption in an establishment
HOPCAT		76691839	8/4/08	3678174	9/8/09	43	Providing alcoholic and nonalcoholic drinks and food for consumption in an establishment



GRAND RAPIDS BREWING COMPANY		74343991	12/23/92	1908008	7/25/95	42	bar and restaurant services including pub services featuring beer brewed on the premises
<b>State of Michigan Registrations</b>							
VICEROY	50 Amp Fuse, LLC			M12136		20, 35 & 42	