

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boulder Beer, Inc.		06/02/2014	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Rockies Trademark, LLC		
Street Address:	8001 Arista Place, Suite 500		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2101351	BOULDER	
Registration Number:	2030532	FALL FEST ALE	
Registration Number:	2784446	SINGLETRACK	
Registration Number:	3200473	BOULDER BEER	
Registration Number:	2784476	HAZED & INFUSED	
Registration Number:	2947657	NEVER SUMMER ALE	
Registration Number:	3260708	SWEATY BETTY	
Registration Number:	3264251	MOJO	
Registration Number:	3076169	SUNDANCE	
Serial Number:	86173943	BREWERS DOZEN	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra L. Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		

CH \$265.00 2101351

ATTORNEY DOCKET NUMBER:	032510-0001
NAME OF SUBMITTER:	Sandra L. Wainer
SIGNATURE:	/s/ Sandra L. Wainer
DATE SIGNED:	04/04/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of June, 2014 by Boulder Beer, Inc. ("BBI"), in favor of Rockies Trademark, LLC ("RTI").

WHEREAS, BBI and RTI (among other parties) have entered into that certain Asset Transfer and Distribution Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Purchase Agreement"), pursuant to which BBI agreed to pay certain monthly payments to RTI in consideration of the sale of certain assets by RTI to BBI;

WHEREAS, in connection with such transaction, BBI has granted to RTI a security interest in, to and under the Acquired IP (as defined in the Purchase Agreement), including the trademarks and trademark registrations set forth on Schedule 1 attached hereto (the "Trademarks") together with the goodwill of the business symbolized by the Trademarks to secure the payment of the monthly payments owing by BBI to RTI under the Purchase Agreement;

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, BBI agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the payment of the monthly payments under the Purchase Agreement, BBI hereby grants to RTI, and hereby reaffirms its prior grant pursuant to the Purchase Agreement of a continuing security interest in BBI's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) the Trademarks, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

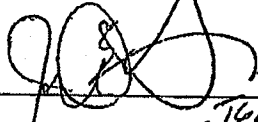
(ii) all products and proceeds of the forgoing, including without limitation, any claim by BBI against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. 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 by facsimile or electronic transmission shall bind the parties hereto.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws rules.

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

BOULDER BEER, INC.

By: 
Name: JEFF BROWN
Title: PRESIDENT

Agreed and Accepted
As of the Date First Written Above

ROCKIES TRADEMARK, LLC

By: _____
Name: _____
Title: _____

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws rules.

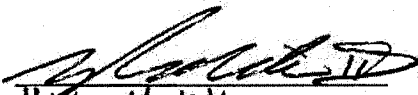
IN WITNESS WHEREOF, BBI has duly executed this Agreement as of the date first written above.

BOULDER BEER, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

ROCKIES TRADEMARK, LLC

By: 
Name: Mike Malik
Title: Vice President

SCHEDULE 1

TRADEMARKS

TRADEMARK	U.S. FEDERAL REG./APP. NO.
BOULDER	2,101,351
FALL FEST ALE	2,030,532
SINGLETRACK	2,784,446
BOULDER BEER	3,200,473
HAZED & INFUSED	2,784,476
NEVER SUMMER ALE	2,947,657
SWEATY BETTY	3,260,708
MOJO	3,264,251
BOULDER BEER	3,200,473
BREWER'S DOZEN	86/173,943
SUNDANCE	3,076,169