

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downeast Cider House LLC		04/11/2016	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	Eastern Bank		
Street Address:	265 Franklin St.		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Savings Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4792145	HARD HONEY	
Registration Number:	4756836	DOWNEAST FERMENTATION LAB	
Registration Number:	4626581	NEW ENGLAND'S CRAFT CIDER	
Registration Number:	4306221	THE WAY CIDER SHOULD BE	
Registration Number:	4231256	DOWNEAST CIDER HOUSE	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	William L. Worden, Esq.		
Address Line 1:	254 Commercial Street		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	30985/4180 WLW		
NAME OF SUBMITTER:	William L. Worden, Esq.		
SIGNATURE:	/William L. Worden/		
DATE SIGNED:	04/13/2016		

CH \$140.00 4792145

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 11, 2016 (the Effective Date), is made by and between **DOWNEAST CIDER HOUSE LLC**, a Maine limited liability company (hereinafter referred to as the "Borrower") and **EASTERN BANK** (hereinafter referred to as the "Lender").

WHEREAS, Borrower and Lender have entered into that certain Loan Agreement date April 11, 2016; and

WHEREAS, Borrower and Lender have entered into that certain Security Agreement dated April 11, 2016; and

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, Borrower shall have granted a security interest in the Trademarks (as defined below) to secure the repayment thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Lender as follows:

1. Definitions.

a. "Security Documents" means the Loan Agreement, the Security Agreement, and this Agreement, together with any other documents, instruments or agreements referred to herein or therein.

b. "Event of Default" means events of default as defined in the Security Documents.

c. "Obligations" means any and all obligations of the Borrower to the Lender under the Security Documents, whether absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising, and including obligations to perform acts and to refrain from acting as well as obligations to pay money. Obligations shall include, without limitation, all reasonable fees, costs and expenses incurred by the Borrower under Section 7, including, without limitation, reasonable fees and expenses of attorneys and other professionals and expert witnesses.

2. Grant of Security. To secure the complete and timely satisfaction of all of the Obligations, Borrower hereby pledges and grants to the Lender, for the benefit of the Lender, a security interest in and to all of its now owned or existing trademarks and

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trademarks applications, as identified and described on Schedule A attached hereto, and hereafter acquired or arising U/S. and foreign trademarks and trademark applications, including, without limitation, the inventions and improvements described and claimed therein (hereinafter collectively referred to as the "Trademarks"), and all of the following:

- a. All reissues, divisions, continuations, renewals, extensions, continuations in-part, and improvements thereof;
- b. All income, royalties, license fees, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for past, present or future infringements thereof;
- c. The right to sue and recover for past, present, and future infringements thereof;
- d. All rights corresponding thereto and throughout the world, including without limitation the right to grant licenses; and
- e. All other proceeds and products of the foregoing, including (without limitation) any rights relating thereto pursuant to its agreements with any other party.

The Trademarks and the items referred to in clauses a. through e. above are hereinafter collectively referred to as the "Trademarks Rights." The Trademarks Rights are not subject to (i) any license by a third party of a Trademark Right to the Borrower, or (ii) except for licenses granted by the Borrower to customers (including but not limited to end users, resellers and original equipment manufacturers) on account of the sale of goods or services in the ordinary course of the Borrower's business, Permitted Liens (as defined in the Security Agreement), or other licenses granted by Borrower with Lender's consent, which consent shall not be unreasonably withheld, denied or conditioned, any other right, title or grant of a security interest to any other party.

3. New Trademarks and Licenses. All of the Trademark Rights that are owned by the Borrower, or in which the Borrower has any interest, are listed on Schedule A. If, before the Obligations are satisfied in full, Borrower obtains rights to any new patentable inventions, trademarks, or trademark applications (including without limitation any trademark application(s) filed that claims priority to any of the trademark applications identified on Schedule A or otherwise based on the invention(s) of such applications), or any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of Section 2 above shall automatically apply thereto, and Borrower shall give to Lender written notice thereof. Borrower hereby agrees to modify this Agreement by amending Schedule A to include such rights and Borrower shall execute and deliver such further documents as Lender may reasonably request in order to give effect to such amendment.

4. Term. The grant of security interest granted herein from Borrower to Lender shall extend until the earlier of: (1) the expiration of all Trademark Rights or (2) payment in full of the Obligations.

5. Termination of Lender's Interest. Upon payment in full of the Obligations, the security interest granted hereunder shall terminate. In such event, Lender shall execute and deliver to Borrower all termination statements and other instruments as may be necessary or proper to revest in Borrower, and terminate Lender's security interests in and to, all right, title, and interest in and to the Trademark Rights.

6. Duties of Borrower. Until the Obligations are paid in full, Borrower shall, at its own expense, do all acts reasonably necessary to preserve and protect the Trademark Rights, including, without limitation, diligently filing, maintaining and prosecuting any Trademark or Trademark application (including continuations, continuations-in-part, divisions, reissues and reexaminations) and paying all fees, expenses, annuities or other charges in connection therewith. Any expenses incurred in connection with such applications and Trademarks shall be borne and paid for by Borrower. Borrower shall not abandon any pending trademark application or Trademark without the written consent of the Lender, which consent shall not be unreasonably withheld, denied or conditioned. In the event Borrower fails to perform any of its obligations set forth in this Section 6, Lender may, but shall not be required to, perform such obligations at Borrower's expense.

7. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have (without otherwise limiting the rights of Lender granted herein) the right, but shall not be obligated, to bring suit and take other action in its own name to enforce or otherwise protect, preserve, maintain, license, sell, transfer, or otherwise dispose of or realize value from the Trademark Rights and, without limitation, shall have the right to take over the prosecution of or settle or compromise any suit or action then being prosecuted or pursued by Borrower. If Lender shall commence any such suit or take any such action, or take over any such suit or action, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender to assist in such suit or action, and deliver to Lender any and all files, records and correspondence related to such suit or action. Borrower shall, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of their rights under this Section 7. Nothing in this Section 7 shall be construed to limit or restrict any and all other Trademark Rights which have been conveyed or assigned to Lender pursuant to their Agreement.

8. Security Interest. If any Event of Default shall have occurred and be continuing for a period of sixty (60) days, Lender shall be entitled (but not required) to exercise in respect to the Trademark Rights, in addition to the other rights and remedies provided for herein or at law, all of the rights and remedies of a secured party under the Uniform

Commercial Code in effect in the Commonwealth of Massachusetts (“UCC”), whether or not the UCC applies to the Trademark Rights, and also may, without notice except as specified below, sell the Trademark Rights or any part thereof in one or more parcels at public or private sale, at any of the Lender’s offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as Lender may deem commercially reasonable. Borrower agrees that at least ten days’ written notice to Borrower of the time and place of any public sale or the time that any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of the Trademark Rights regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, upon one day’s written prior notice (which notice the Borrower agrees is reasonable), be made at the time and place to which it was so adjourned. Lender may purchase all or any part of the Trademark Rights at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Obligations. The proceeds realized from the sale of any Trademark Rights shall be applied to the Obligations in any order that may be determined by Lender. If any deficiency shall remain, Borrower shall remain liable to Lender therefor. The commencement of any action, whether legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Lender’s interests in the Trademark Rights until the Obligations are fully paid. Borrower agrees that Lender have no obligation to preserve rights to the TrademarkRights against any other parties.

9. Power of Attorney: Further Assurances. Effective upon and so long as an Event of Default continues for a period of sixty (60) days, Borrower confirms that Lender is entitled to, and hereby authorizes Lender, and any representative of Lender as Lender may select in its sole discretion, as Borrower’s true and lawful attorney-in fact to:

- a. Endorse Borrower’s name on all applications, documents, papers, and instruments necessary or desirable for Lender to give effect to the provisions of this Agreement and the intent of the parties hereto;
- b. Take any other actions with respect to the Trademark Rights, consistent with this Agreement, as Lender deem in the best interest of Lender; or
- c. Following the occurrence and continuance for sixty (60) days of an Event of Default, require and direct that all income, royalties, license fees, damages and other payments payable by any third party with respect to the Trademark Rights be paid directly to Lender.

This power of attorney shall be irrevocable until the Obligations are paid in full. Borrower shall execute, acknowledge and deliver all such instruments and take all such actions as Lender may from time to time reasonably request in order to effectuate the purposes of this Agreement in each and every country of the world and to carry out the

terms hereof. Nothing in this Agreement shall impose any liability on Lender for the failure to take any action, with respect to any of the Trademark Rights.

10. Additional Provisions.

a. The Borrower hereby waives, to the full extent permitted by law, the benefit of all appraisal, valuation, stay, extension and redemption laws, if any, now or hereafter in force and all rights of marshaling in the event of any sale or other disposition of any of the Trademark Rights.

b. If, pursuant to this Agreement, Lender sells, grants, conveys, assigns, licenses or otherwise disposes of any of the Trademark Rights to any third party, Borrower hereby agrees that it shall have no, and waives any, rights against such third party or the Trademark Rights so transferred.

11. Notices. Unless otherwise provided herein, all notices, requests and other communications to any party hereunder shall be in writing and shall be personally delivered or sent by a reputable courier or overnight delivery service and shall be given to the applicable party at the address specified in the Loan Agreement or such other address as such party may hereafter specify by notice to the other party thereto. Each such notice request or other communication shall be effective (i) upon receipt, if personally delivered, or (ii) on the day following transmission of such notice to a courier or overnight delivery service, if sent by courier or overnight delivery service.

12. Recordation. The Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Lender.

13. Agreements. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, which are hereby incorporated herein by reference. The provisions of the Loan Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Rights are as provided by the Loan Agreement, the Security Agreement, this Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

14. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise or delay in exercising, on the part of the Lender, any right, power, or privilege hereunder or under any other Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder or under any other Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver of any rights or remedies hereunder shall be deemed made by the Lender or any subsequent holder of the Note under any circumstances unless in writing and duly signed on behalf of the Lender or such holder, as the case may be.

Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of the right or remedy involved.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 Agreement.

16. Modification. This Agreement cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section 3 hereof or by a writing signed by the parties hereto.

17. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other available remedy or remedies under the Agreements or at law, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, any other Security Document, or now or hereafter existing at law or in equity or by statute.

18. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to 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.

19. Captions. Captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of the provisions hereof.

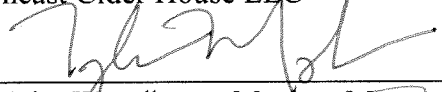
20. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

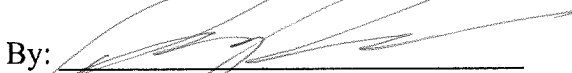
21. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Massachusetts.


[The next page is the signature page.]

IN WITNESS THEREOF, the parties have executed this Trademark Security Agreement as of the Effective Date written above.


Downeast Cider House LLC

By: 
Tyler Woodhouse Mosher, Manager

By: 
Ross Broekman, Manager

By: 
Matthew Brockman, Manager

Eastern Bank

By: 
Frank Cocoluto, Senior Vice President

SCHEDULE A

TRADEMARK AND TRADEMARK APPLICATIONS

ISSUED U.S. TRADEMARK

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
86179805	4792145	Hard Honey
86141915	4756836	Downeast Fermentation Lab
863026292	4626581	New England's Craft Cider
85477295	4306221	The Way Cider Should Be
85435757	4231256	Downeast Cider House

Pending U.S: trademark applications

<u>Application No.</u>	<u>Filing date</u>	<u>Title</u>
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