

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speakeasy Ales & Lagers, Inc.		06/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	445 South Figueroa Street, Suite 403		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4792076	BABY DADDY	
Registration Number:	3679397	BIG DADDY	
Registration Number:	2415411	BIG DADDY IPA	
Registration Number:	3975947	DOUBLE DADDY	
Registration Number:	4549285	METROPOLIS	
Registration Number:	4814736	POP GUN	
Registration Number:	3798253	PROHIBITION	
Registration Number:	2473874	PROHIBITION ALE	
Registration Number:	4308302	SCARLETT	
Registration Number:	4736978	SUDS SESSION	
Registration Number:	4295814	TALLULAH	
Registration Number:	3679400	UNTOUCHABLE	
Registration Number:	2316832	UNTOUCHABLE LAGER	
Registration Number:	3916652		
Registration Number:	2345917		
Serial Number:	86804640	PAYBACK	
Serial Number:	75765867	BOOTLEGGIN'	
Serial Number:	85055944	SPEAKEASY	
Serial Number:	86880595	SPEAKEASY ALES & LAGERS	

CH \$515.00 4792076

Property Type	Number	Word Mark
Serial Number:	85050846	SPEAKEASY SAN FRANCISCO ALES & LAGERS TR
CORRESPONDENCE DATA		
Fax Number:	2134432926	
<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:	213-617-5493	
Email:	jcravitz@sheppardmullin.com	
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP	
Address Line 1:	333 S. Hope St., 43rd Floor	
Address Line 2:	Attn: J. Cravitz	
Address Line 4:	Los Angeles, CALIFORNIA 90071	
ATTORNEY DOCKET NUMBER:	0A22-226260	
NAME OF SUBMITTER:	Julie Cravitz	
SIGNATURE:	/julie cravitz/	
DATE SIGNED:	08/18/2016	
Total Attachments: 4		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2016 (this "*Agreement*"), is made by Speakeasy Ales & Lagers, Inc., a California corporation ("*Grantor*"), in favor of MUFG Union Bank, N.A. a national banking association formed under the laws of the United States ("*Secured Party*").

WHEREAS, Grantor and Secured Party have entered into (i) a Security Agreement of June 3, 2014 (the "*Security Agreement*"), and (ii) a Second Extension of Forbearance Agreement of even date (the "*Second Extension*").

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain property, including Grantor's general intangibles, to Secured Party.

WHEREAS, in furtherance of the purposes of the Security Agreement and the Second Extension, Grantor has agreed to execute this Agreement for recording, at the option of Secured Party, with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

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

SECTION 1. *Security Interest.* Grantor hereby acknowledges the prior grant under the Loan Documents of a security interest in favor of Secured Party, and hereunder grants to Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Intellectual Property Collateral*"), as collateral security for the prompt and complete payment and performance of Grantor under the "Loan Documents" under, and as defined in, the Second Extension:

(a) all trademark, service mark and trade dress rights ("*Marks*"), whether registered or not, applications to register and registrations of the same and like protections, and all rights and licenses to use any Mark, and the entire goodwill of the business of Debtor connected with and symbolized by such Marks, including, without limitation, each registration and application thereof including without limitation those registrations and applications identified in Schedule 1 attached hereto (collectively, the "*Trademarks*");

(b) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and all rights and licenses to use any patent, (collectively, the "*Patents*");

(c) all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, and all rights and licenses to use any copyright, (collectively, the "*Copyrights*");

(d) all trade secrets as that term is defined under applicable state and federal law including, without limitation, under 18 U.S.C. §1839, and all rights and licenses to use any trade secret (collectively, the "*Trade Secrets*"); and,

(e) any and all proceeds of, and all royalties and rights of actions for infringement associated with each of, the foregoing.

SECTION 2. *Recordation.* Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. *Execution in Counterparts.* This Agreement may be executed in more than one counterpart, each of which will be an original, and all of which shall be deemed to be one and the same instrument. For this purpose, signature pages transmitted by facsimile or PDF shall be deemed to be original signature pages.

SECTION 4. *Governing Law; Venue; Attorneys' Fees.* This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules. If any party is required to bring an action or proceeding to enforce this Agreement, or any part thereof, then the prevailing party in any such action or proceeding shall be entitled to its reasonable attorney's fees and costs. The Parties hereby incorporate by reference into this Agreement the ADR Agreement (as defined in the Second Extension). The Parties agree that the all terms and provisions of the ADR Agreement shall apply to Grantor and Secured Party.

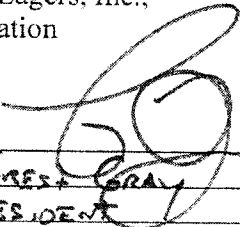
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Speakeasy Ales & Lagers, Inc.,
a California corporation

By: _____

Name: _____



Title: _____



FOREST GRAY

PRESIDENT

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	REG. DATE
BABY DADDY	US	86/445,365	4,792,076	08/11/2015
BIG DADDY	US	77/676,246	3,679,397	09/08/2009
BIG DADDY IPA	US	75/765,866	2,415,411	12/26/2000
BOOTLEGGIN'	US	75/765,867		
DOUBLE DADDY	US	85/076,425	3,975,947	06/07/2011
METROPOLIS	US	86/042,708	4,549,285	06/10/2014
PAYBACK	US	86/804,640		
POP GUN	US	86/445,193	4,814,736	09/15/2015
PROHIBITION	US	77/676,286	3,798,253	06/08/2010
PROHIBITION ALE	US	75/303,563	2,473,874	07/31/2001
SCARLETT and design	US	85/672,916	4,308,302	03/26/2013
SPEAKEASY	US	85/055,944		
SPEAKEASY ALES & LAGERS	US	86/880,595		
SPEAKEASY SAN FRANCISCO ALES & LAGERS TRADE MARK and design	US	85/050,846		
SUDS SESSION	US	86/445,228	4,736,978	05/12/2015
TALLULAH	US	85/738,007	4,295,814	02/26/2013
UNTOUCHABLE	US	77/676,269	3,679,400	09/08/2009
UNTOUCHABLE LAGER	US	75/691,095	2,316,832	02/08/2000
	US	85/055,910	3,916,652	02/08/2011
	US	75/303,559	2,345,917	04/25/2000
All product packaging, brewery and Tap Room trade dress				

SMRH:478652684.1

Session Series				
Syndicate Series				
Vendetta				
Blind Tiger				
Suds				
Scarlett				
Black Hand				
Butchertown				
Old Godfather				
Scarface				

SMRH:478652684.1