

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Keg Company, LLC		09/30/2016	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86752672	ATLAS KEG COMPANY	
Serial Number:	86752900	ATLAS KEG COMPANY WWW.ATLASKEGS.COM	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1000		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	10/03/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 30, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of September 30, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **KEG LOGISTICS LLC**, a Delaware limited liability company (the "Borrower"), **KEG LOGISTICS HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), the other Loan Parties party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), **AB PRIVATE CREDIT INVESTORS LLC**, as administrative agent, and the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of September 30, 2016, executed by the Grantors in favor of the Collateral Agent (and it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Term Loan and Guaranty Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, Trademark Licenses, Trade Secrets, and Trade Secret Licenses, including those referred to on Annex A attached hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and
- (e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark License, Trade Secret or Trade Secret License or (ii) injury to the goodwill associated with any Trademark, Trademark License, Trade Secret or Trade Secret License.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

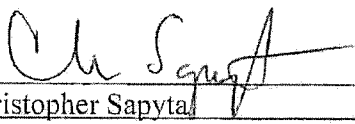
Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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

GRANTOR:

ATLAS KEG COMPANY, LLC

By: 
Name: Christopher Sapyta
Title: CEO, President and Secretary

KEG LOGISTICS LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005889 FRAME: 0205

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 

Name: Justin Grimm
Title: Vice President

KEG LOGISTICS LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE





TRADEMARK
REEL: 005889 FRAME: 0206

ANNEX A

Patents

None.

Trademarks

<u>Loan Party</u>	<u>Mark</u>	<u>Application / Registration Number</u>	<u>Application / Registration Date</u>
Atlas Keg Company, LLC		App No: 86752672	App Date: September 10, 2015
Atlas Keg Company, LLC		App 86752900	App Date: September 10, 2015
Atlas Keg Company, LLC		Reg No: 115658	Reg Date: October 6, 2015
Atlas Keg Company, LLC		Reg No: 115660	Reg Date: October 6, 2015

Copyrights

None.

Domain names

Atlaskegs.com

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