

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cynmar, LLC		10/13/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	New Canaan Funding Mezzanine VI GP, LLC		
Street Address:	21 Locust Avenue		
Internal Address:	Suite 21C		
City:	New Canaan		
State/Country:	CONNECTICUT		
Postal Code:	06840		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1791361	CYNMAR CORPORATION	
Serial Number:	87012635	CYNMAR	
Serial Number:	86678586	CYNMAR	
Serial Number:	86967420	YOU TOO CAN BREW	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H.Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	38447.10		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	10/14/2016		

OP \$115.00 1791361

Total Attachments: 6

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FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

(TRADEMARKS - CYNMAR)

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2016, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of October 13, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Note Purchase Agreement**”), by and among the Issuers, Holdings, the other Note Issuer Parties, and the Note Purchasers from time to time party thereto and New Canaan Funding Mezzanine VI GP, LLC, as Agent for the Note Purchasers, the Note Purchasers have severally agreed to purchase Notes of the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuers) has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), to grant a security interest in the Collateral as collateral security for the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Note Purchasers Agent to enter into the Note Purchase Agreement and to induce the Note Purchasers to purchase the Notes of the Issuers, each Grantor hereby agrees with Agent as follows:

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

(a) 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 Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. 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 Trademarks and IP Licenses subject to a security interest hereunder.

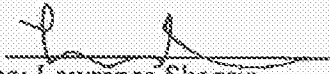
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

CYNMAR, LLC
as Grantor

By: 
Name: Lawrence Shagrin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole
and managing member

By: _____
Name:
Title:

[Signature Page To Trademark Security Agreement - Cynmar]

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

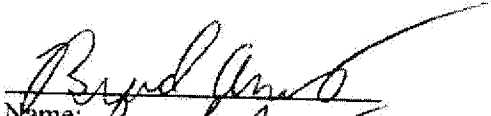
CYNMAR, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole
and managing member

By: 
Name: Brad Arnes
Title: Managing Member

[Signature Page To Trademark Security Agreement - Cynmar]

ACKNOWLEDGMENT OF GRANTOR

State of _____)
) ss.
County of _____)

On this ___ day of October, 2016 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **CYNMAR, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT - CYNMAR]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Cynmar, LLC	CYNMAR CORPORATION	1,791,361	September 7, 1993	U.S.

Trademark Applications

Owner	Trademark	Application Number	Date of Filing	Country of Application
Cynmar, LLC	CYNMAR	87/012635	April 25, 2016	U.S.
Cynmar, LLC	CYNMAR	86/678586	June 30, 2015	U.S.
Cynmar, LLC	YOU TOO CAN BREW	86/967420	April 17, 2016	U.S.