

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World of Beer Franchising, Inc.		11/30/2016	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	301 S. College Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202-6000
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86508218	DRINK IT IN
Serial Number:	86193777	WOB
Serial Number:	86193793	WOB WORLD OF BEER
Serial Number:	86167888	WOB STARS
Serial Number:	86167884	THE WOB WAY
Serial Number:	86167880	CRAFT DRINKERY
Serial Number:	85297757	WOB
Serial Number:	85120013	WORLD OF BEER
Serial Number:	77245638	WORLD OF BEER

CORRESPONDENCE DATA

Fax Number: 9043144462

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.

Phone: 9043597770

Email: abell@smithhulsey.com

Correspondent Name: Andrew Bell

Address Line 1: 225 Water St

Address Line 2: Suite 1800

Address Line 4: Jacksonville, FLORIDA 32202

TRADEMARK

NAME OF SUBMITTER:	Andrew Bell
SIGNATURE:	/Andrew J. Bell/
DATE SIGNED:	01/16/2017
Total Attachments: 5 source=World of Beer Franchising Inc. IP Security Agreement (300DPI)#page1.tif source=World of Beer Franchising Inc. IP Security Agreement (300DPI)#page2.tif source=World of Beer Franchising Inc. IP Security Agreement (300DPI)#page3.tif source=World of Beer Franchising Inc. IP Security Agreement (300DPI)#page4.tif source=World of Beer Franchising Inc. IP Security Agreement (300DPI)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of November 30, 2016, by WORLD OF BEER FRANCHISING, INC. ("Grantor"), in favor of WELLS FARGO BANK, N.A. ("Bank").

WITNESSETH:

WHEREAS, Grantor is a party to that certain Guaranty – World of Beer, Inc.; WOB Marketing LLC; WOBF, LLC; World of Beer Franchising, Inc.; WOB International, LLC; WOB Management Services, LLC; WOBF Holdings 1, LLC; dated June 30, 2016 (the "Guaranty").

WHEREAS, Grantor is a party to that certain Third Party Security Agreement – World of Beer Franchising, Inc., dated March 6, 2016 (the "Third Party Security Agreement").

WHEREAS, Grantor is a party to that certain Forbearance Agreement dated of even date herewith; and

WHEREAS, the Guaranty, Third Party Security Agreement, and Forbearance Agreement require Grantor to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Bank agree as follows:

SECTION 1. Recitals. Grantor represents and warrants to Bank that the recitals set forth above are true, accurate, complete in all material respects and are a part of this IP Security Agreement as if fully set forth herein.

SECTION 2. Defined Terms. Unless otherwise defined herein, terms defined in the Third Party Security Agreement and used herein have the meaning given to them in the Third Party Security Agreement.

SECTION 3. Recording. This IP Security Agreement is executed for the purpose of recording a short form security agreement with the U.S. Patent and Trademark Office and the U.S. Copyright Office, which sets forth Grantor's pledge of its intellectual property as security for all Indebtedness.

SECTION 4. Grant of Security Interest in Collateral. Grantor hereby pledges and grants to Bank for its benefit a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all tangible and intangible personal property of Grantor including (without limitation) the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter referred to collectively as the "Collateral"): the intellectual property assets owned by Grantor, including without limitation all patents, trademarks and copyrights set forth in Schedule I, all source code associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property and all parts, replacements, substitutions, profits,

products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto, wherever located and whether now owned or hereafter acquired.

SECTION 5. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 4 hereof attach to any lease, license, contract, property right or agreement to which Grantor is a party if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (b) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that, in the case of either (a) or (b) above, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above.

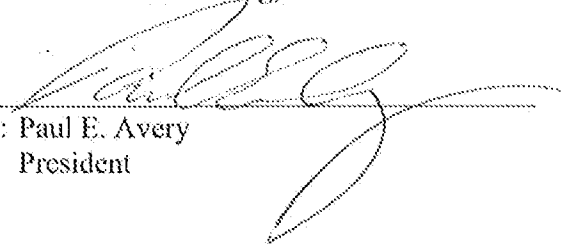
SECTION 6. Third Party Security Agreement and Notice of Additional Rights of Bank. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Third Party Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Third Party Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Third Party Security Agreement, the provisions of the Third Party Security Agreement shall control unless Bank shall otherwise determine in its sole discretion.

SECTION 7. Termination. Upon the payment in full of all Indebtedness, Bank shall execute and deliver to Grantor within a reasonable amount of time of Grantor's written request, such documents or instruments as are necessary to release the collateral pledge, grant, assignment, lien and security interest granted under this IP Security Agreement.

SECTION 8. Counterparts. This IP Security Agreement may be executed in any number of counterparts and transmitted electronically or by facsimile, and each of which shall be an original for all purposes and enforceable against any party who signed it, but all of which together shall constitute one and the same document.

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

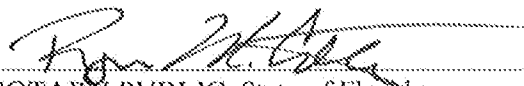
World of Beer Franchising, Inc.

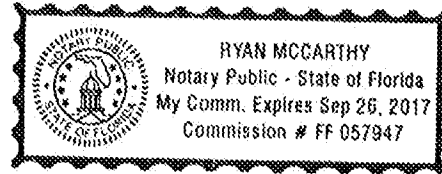
By: 
Name: Paul E. Avery
Title: President

STATE OF FLORIDA

COUNTY OF Hillsborough

Before me, the undersigned authority, on this 19th day of June, 2016, personally appeared Paul E. Avery, who () is personally known to me or () has produced _____ as identification, and being first duly sworn, deposes and says that he is the president of World of Beer Franchising, Inc., and that the foregoing instrument was signed and delivered on its behalf.


NOTARY PUBLIC, State of Florida
Printed Name: Ryan McCarthy
Commission No.: FF 057947
My Commission Expires: 9/26/17
Seal or Stamp:



Accepted and Agreed:

WELLS FARGO BANK, N.A.

By: 
Name: Catherine Vuksich
Title: Vice President

Schedule I to IP Security Agreement

1. U.S. Trademark Registration No. 5,055,324
U.S. Trademark Serial No. 86-508,218
Owner: World of Beer Franchising, Inc.
2. U.S. Trademark Registration No. 4,851,883
U.S. Trademark Serial No. 86-193,777
Owner: World of Beer Franchising, Inc.
3. U.S. Trademark Registration No. 4,822,984
U.S. Trademark Serial No. 86-193,793
Owner: World of Beer Franchising, Inc.
4. U.S. Trademark Registration No.
U.S. Trademark Serial No. 86-167,888
Owner: World of Beer Franchising, Inc.
5. U.S. Trademark Registration No.
U.S. Trademark Serial No. 86-167,884
Owner: World of Beer Franchising, Inc.
6. U.S. Trademark Registration No.
U.S. Trademark Serial No. 86-167,880
Owner: World of Beer Franchising, Inc.
7. U.S. Trademark Registration No. 4,056,398
U.S. Trademark Serial No. 85-297,757
Owner: World of Beer Franchising, Inc.
8. U.S. Trademark Registration No. 3,965,204
U.S. Trademark Serial No. 85-120,013
Owner: World of Beer Franchising, Inc.
9. U.S. Trademark Registration No. 3,408,752
U.S. Trademark Serial No. 77-245,638
Owner: World of Beer Franchising, Inc.