

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
B C Marketing Concepts Inc.		02/28/2017	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	6873 N West Avenue, Suite 102		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93711		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86754895	SESSION PREMIUM LAGER FS 47 11 FLUID OZ.	
<b>Registration Number:</b>	4265585	SESSION LAGER	
<b>Registration Number:</b>	4264773	FULL SAIL BREWING COMPANY	
<b>Registration Number:</b>	4263333	FULL SAIL BREWING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032480130		
<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>			
<b>Phone:</b>	503-227-1111		
<b>Email:</b>	mdolan@sussmanshank.com		
<b>Correspondent Name:</b>	Victor J. Roehm III		
<b>Address Line 1:</b>	1000 SW Broadway, Suite 1400		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>ATTORNEY DOCKET NUMBER:</b>	14987-035		
<b>NAME OF SUBMITTER:</b>	Michelle Dolan		
<b>SIGNATURE:</b>	/s/ Michelle Dolan		
<b>DATE SIGNED:</b>	02/28/2017		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 22, 2017 is made by and between B C MARKETING CONCEPTS INC., an Oregon corporation d/b/a Full Sail Brewing Company, with an address of 506 Columbia Street, Hood River, OR 97031 ("Borrower"), and BANK OF THE WEST, a California banking corporation ("Lender"), with an address of 6873 N. West Ave., Suite 102, Fresno, CA 93711.

WHEREAS, Borrower and Lender have entered into that certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the Loan Agreement"). Capitalized terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, Borrower has granted to Lender a security interest in the Additional Collateral (as defined in Section 1 below) of Borrower and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office ("USPTO"), the United States Copyright Office ("USCO") or other U.S. governmental authorities.

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

Section 1. Grant of Security. Borrower hereby grants to Lender a security interest in all of Borrower's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by Borrower, wherever located, and whether now or hereafter existing or arising, except to the extent any applicable law, regulation, agreement with a domain name registrar or other contractual arrangement prohibits the creation of a security interest therein or would otherwise invalidate Borrower's right, title or interest therein (the "Additional Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing (as applicable), all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in, the Additional Collateral by Borrower under this IP Security Agreement secures the payment and performance of all Obligations of Borrower now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Borrower authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Covenants of Borrower. Borrower shall not file any application for the registration of a Patent, Trademark or Copyright with any office or agency in the United States of America, or any state therein, unless Borrower promptly thereafter notifies Lender of such action. Borrower has not abandoned any Patent, Trademark or Copyright, and Borrower will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Borrower has obtained the written consent of the Lender. Borrower shall immediately notify Lender promptly if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, or unenforceable. Borrower will render any assistance, as Lender may reasonably determine is necessary, to Lender in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, or any state therein, to maintain any Patent, Trademark or Copyright and to protect Lender's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings. Borrower will promptly notify Lender if such Borrower learns of any use by any person or entity of any term or design likely to cause confusion with any of the Trademarks, or of any use by any person or entity of any other process or product which infringes upon any of the Trademarks, and if requested by Lender Borrower, at its expense, shall join with Lender in such action as Lender in Lender's discretion may reasonably deem advisable for the protection of Lender's interest in and to the Trademarks. Borrower assumes all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights, and such Borrower hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees, including those related to bankruptcy, insolvency and appellate proceedings) arising out of any alleged defect in any product manufactured, promoted, or sold by any Borrower (or any affiliate or subsidiary thereof) in connection with any Patent, Trademark or Copyright or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Borrower (or any affiliate or subsidiary thereof). Borrower shall promptly notify Lender in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental agency, court or body, regarding Borrower's claim of ownership in any of the Trademarks, Patents or Copyrights, and in the event of any infringement of any Trademarks, Patents or Copyrights owned by Borrower by a third party, Borrower shall promptly notify Lender of such infringement and sue for and diligently pursue damages for such infringement, and if Borrower shall fail to take such action within one (1) month after such notice is given to Lender, Lender may, but shall not be required to, itself take such action in the name of Borrower, and Borrower hereby appoints Lender the true and lawful attorney of Borrower, for it and in its name, place and stead, on behalf of Borrower, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Borrower, net of costs and reasonable attorneys' fees (including those related to bankruptcy, insolvency and appellate proceedings), to be applied to the Obligations.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Additional Collateral are more fully set forth in the Loan Agreement, the terms and

provisions of which are incorporated herein by reference as if fully set forth herein. If there is a conflict between this IP Security Agreement and the Loan Agreement, the terms and provisions of the Loan Agreement shall control. This IP Security Agreement is made for collateral purposes only. The security interest created hereby as to any or all of the IP Collateral (as hereinafter defined) shall be promptly released as contemplated and/or required by the Loan Agreement. Subject to the terms and conditions of the Loan Agreement, Lender agrees that there will be no assignment of the IP Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Lender gives written notice to the Borrowers of its intention to enforce its rights against any of the IP Collateral. Borrower authorizes Lender to modify this IP Security Agreement by amending the Schedules hereto in order to include any new Patents, Trademarks or Copyrights (collectively "IP Collateral"), renewal thereof or any IP Collateral applied for and obtained hereafter. Borrower shall, upon request of Lender from time to time, promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the assignment of a security interest in IP Collateral.

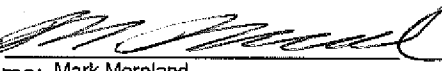
Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the federal laws of the United States and the laws of the State of Oregon.

***[Remainder of the page intentionally left blank.]***

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

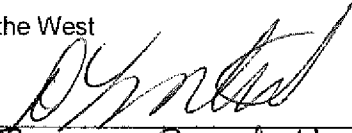
**BORROWER:**

B C Marketing Concepts Inc.,  
an Oregon corporation,  
d/b/a Full Sail Brewing Company

By:   
Name: Mark Moreland  
Title: Chief Financial Officer

**LENDER:**

Bank of the West

*for* By:   
Name: Bryan Bredell  
Title: Vice President

**SCHEDULES TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**SCHEDULE A – Patents**

None

**SCHEDULE B – Trademarks**

Mark	Type of Mark	Filing Date	Registration Date	Serial Number	Registration Number
Session Premium Lager	Trademark— Word Mark	September 11, 2015		86754895	
Session Lager	Trademark— Word Mark	November 8, 2011	December 25, 2012	85467010	4265585
Full Sail Brewing Company	Trademark— Word Mark	October 17, 2011	December 25, 2012	85977421	4264773
Full Sail Brewing Company	Trademark— Word Mark	October 17, 2011	December 25, 2012	85449279	4263333

**SCHEDULE C – Copyrights**

None



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>B C Marketing Concepts Inc., an Oregon corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Oregon</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>US</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Bank of the West</u></p> <p>Street Address: <u>6873 N. West Ave., Suite 102</u></p> <p>City: <u>Fresno</u></p> <p>State: <u>CA</u></p> <p>Country: <u>United States</u> Zip: <u>93711</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association Citizenship _____  <input type="checkbox"/> Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input checked="" type="checkbox"/> Corporation Citizenship <u>US</u>  <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
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**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February \_\_, 2017


Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

<p>A. Trademark Application No.(s)      Text</p> <p><u>86754895</u></p>	<p>B. Trademark Registration No.(s)</p> <p><u>4265585, 4264773, 4263333</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Victor J. Roehm III</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1000 SW Broadway</u>  <u>Suite 1400</u></p> <p>City: <u>Portland</u></p> <p>State: <u>OR</u>      Zip: <u>97205</u></p> <p>Phone Number: <u>(503) 243-1641</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>vroehm@sussmanshank.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">4</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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**9. Signature:**  \_\_\_\_\_ Date \_\_\_\_\_

Signature

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450