

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Creature Comforts Brewing Company, LLC		04/07/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	7000 Central Parkway, Suite 600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5014514	EXISTENCE	
<b>Registration Number:</b>	5014513	BRETTOMATIC	
<b>Registration Number:</b>	5014512	SOUTHERLY LOVE	
<b>Registration Number:</b>	4890396	EMERGENCE	
<b>Registration Number:</b>	4802669	KOKO BUNI	
<b>Registration Number:</b>	4842737	COSMIK DEBRIS	
<b>Registration Number:</b>	4679117	BIBO	
<b>Registration Number:</b>	4674744	RECLAIMED RYE	
<b>Registration Number:</b>	4594250	TROPICÁLIA	
<b>Registration Number:</b>	5141610	CREATURE COMFORTS	
<b>Registration Number:</b>	5077972	CCBC	
<b>Serial Number:</b>	86015097	CHAMPAGNE OF THE SOUTH	
<b>Serial Number:</b>	86289878	CLASSIC CITY	
<b>Serial Number:</b>	86751628	TRITONIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			

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**Phone:** 7043432000  
**Email:** twitcher@mcguirewoods.com  
**Correspondent Name:** Terry L. Witcher, Paralegal  
**Address Line 1:** McGuireWoods LLP  
**Address Line 2:** 201 N. Tryon Street, Suite 3000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 04/27/2017

**Total Attachments: 6**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 7, 2017, is made by THE UNDERSIGNED GRANTOR (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Lender"), for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement, in connection with that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of the date hereof among the Grantor, Creature Comforts Holding Company, LLC and the Lender.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender, for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender, for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement, a security interest in the Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks and Trademark Licenses (each as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement the Grantor granted to the Lender, for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement, a security interest in all of the Trademarks and Trademark Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks and Trademark Licenses of the Grantor (in each case except to the extent the same constitutes Excluded Assets), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and Trademark Licenses are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

CREATURE COMFORTS BREWING COMPANY, LLC

By: 

Name: Christopher L. Herron

Title: Authorized Representative

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Signature Page

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**TRADEMARK**  
**REEL: 006044 FRAME: 0014**

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Joseph E. Goode

Title: Vice President

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS


Signature Page

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**TRADEMARK**  
**REEL: 006044 FRAME: 0015**

SCHEDULE A  
TRADEMARKS

Trademarks

Grantor	Country	Mark	Reg. No.	Applic. No.	Filing Date	Issue Date
Creature Comforts Brewing Company, LLC	U.S.	Existence	5014514	86751673	09/09/15	03/29/16
Creature Comforts Brewing Company, LLC	U.S.	Brettomatic	5014513	86751647	09/09/15	03/29/16
Creature Comforts Brewing Company, LLC	U.S.	Southerly Love	5014512	86751495	09/09/15	03/26/16
Creature Comforts Brewing Company, LLC	U.S.	Emergence	4890396	86455420	11/15/14	06/16/15
Creature Comforts Brewing Company, LLC	U.S.	KoKo Buni	4802669	86455414	11/15/14	--
Creature Comforts Brewing Company, LLC	U.S.	Cosmik Debris	4842737	86455409	11/15/14	06/16/15
Creature Comforts Brewing Company, LLC	U.S.	Bibo	4679117	86357669	11/15/14	--
Creature Comforts Brewing Company, LLC	U.S.	Reclaimed Rye	4674744	86289844	06/22/14	--
Creature Comforts Brewing Company, LLC	U.S.	Tropicalia	4594250	86017278	07/23/13	04/22/14
Creature Comforts Brewing Company, LLC	U.S.	Creature Comforts	5141610	87098436	07/09/16	--
Creature Comforts Brewing Company, LLC	U.S.		5077972	86969215	04/08/16	--

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Req. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Creature Comforts Brewing Company, LLC	U.S.	Champagne of the South	Pending	86015097	07/19/13	02/18/14
Creature Comforts Brewing Company, LLC	U.S.	Classic City	Pending	86289878	05/22/14	12/09/14
Creature Comforts Brewing Company, LLC	U.S.	Tritonia	Opposition Pending	86751628	09/09/15	--

Trademark Licenses

None.