

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GrowlerU Franco, LLC		05/05/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Mountain REIT S.A.		
Street Address:	22 Cherry Lane Dr.		
Internal Address:	Cherry Hills Village		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80113		
Entity Type:	Corporation: COSTA RICA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5085200	GROWLER USA	
Serial Number:	86830699	TRUE TO THE BREW	
Registration Number:	5033462	AMERICA'S MICROBREW PUB	
Registration Number:	4801436	GROWLER USA	
Serial Number:	86140114	GROWLER USA	
Registration Number:	4549276	GROWLER U	
Registration Number:	4594049	GROWLER UNIVERSITY	
Registration Number:	4545023	GROWLER U	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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:	(612) 632-3375		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Lori L. Wiese-Parks		
Address Line 1:	500 IDS Center, 80 South Eighth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cynthia Hefferan, Paralegal		

CH \$215.00 5085200

SIGNATURE:	/Cynthia Hefferan/
DATE SIGNED:	05/15/2017
Total Attachments: 10 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif source=Intellectual Property Security Agreement#page8.tif source=Intellectual Property Security Agreement#page9.tif source=Intellectual Property Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of May 5, 2017, is made by and among GrowlerU Franco, LLC, a Colorado limited liability company (the "Borrower") and the guarantors listed on the signature pages hereto (together with the Borrower, the "Grantors") in favor of Iron Mountain REIT S.A. (the "Lender"), a Costa Rica corporation.

WHEREAS, the Borrower has entered into a Loan Agreement dated as of May 5, 2017 (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender that certain Security Agreement dated as of May 5, 2017, made by and among the Grantors and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States

intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications:

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of NEW YORK, without giving effect to any choice or conflict of law provision or rule (whether of the State of NEW YORK or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

BORROWER: GrowlerU Franco, LLC, a Colorado limited liability company

By: *Dave Shaw*

Name:

 DAVE SHAW

Its:

 PRESIDENT

Address for Notices:

12503 E. Euclid Drive, STE 55
Centennial, CO 80111

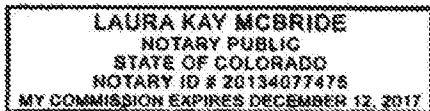
STATE OF Colorado)

) ss.

COUNTY OF Arapahoe)

On this 10th day of May, 2017, before me a Notary Public within and for said County, personally appeared Dave Shaw, to me known, or who being by me duly sworn, did say that he is the person referenced in the above instrument, and that said instrument was signed by him as his free act and deed.

Laura Kay McBride
Notary Public



GAURANTOR: DAN WHITE

Address for Notices:

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared _____, to me known, or who being by me duly sworn, did say that he is the person referenced in the above instrument, and that said instrument was signed by him as his free act and deed.

Notary Public

GAURANTOR: STEVEN HURT

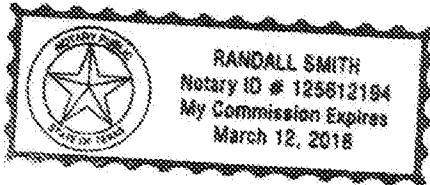
[Handwritten signature of Steven Hurt]

Address for Notices:

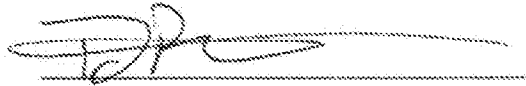
STATE OF *TEXAS*)
) ss.
COUNTY OF *Travis*)

On this *10* day of *May*, 2017, before me a Notary Public within and for said County, personally appeared *STEVEN HURT*, to me known, or who being by me duly sworn, did say that he is the person referenced in the above instrument, and that said instrument was signed by him as his free act and deed.

[Handwritten signature of Randall Smith]
Notary Public



GAURANTOR: DAN WHITE

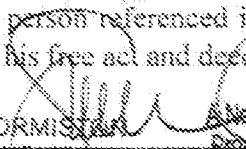


Address for Notices:

June
Province
STATE OF B.C.)
) ss.
COUNTY OF Victoria)

On this 10 day of May, 2017, before me a Notary Public within and for said County, personally appeared Daniel Patrick White to me known, or who being by me duly sworn, did say that he is the person referenced in the above instrument, and that said instrument was signed by him as his free act and deed.

June
**WITNESSED AS TO EXECUTION
ONLY - NO ADVICE SOUGHT OR GIVEN**


Suzanne Ormiston
Notary Public in and for the
Province of British Columbia
SUZANNE M. ORMISTON
NOTARY PUBLIC
240 - 2955 DOUGLAS STREET MY COMMISSION IS PERMANENT
Victoria BC V8T 4N4 CANADA
OFFICE: (250) 383-4100

GAURANTOR: STEVEN HURT

Address for Notices:

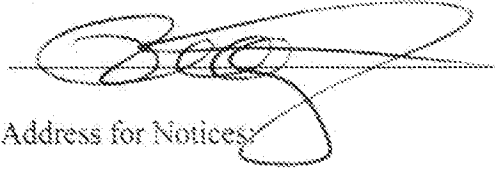
STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared _____, to me known, or who being by me duly sworn, did say that he is the person referenced in the above instrument, and that said instrument was signed by him as his free act and deed.

Notary Public

AGREED TO AND ACCEPTED:

LENDER: IRON MOUNTAIN REIT S.A.,
a Costa Rica corporation



Address for Notices:

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared _____, to me known, or who being by me duly sworn, did say that he is the person referenced in the above instrument, and that said instrument was signed by him as his free act and deed.

Notary Public

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Reg. Number	Word Mark
86830712	5085200	GROWLER USA
86830699		TRUE TO THE BREW
86830708	5033462	AMERICA'S MICROBREW PUB
86526848	4801436	GROWLER USA
86140114		GROWLER USA
86038253	4549276	GROWLER U
85935794	4594049	GROWLER UNIVERSITY
85935799	4545023	GROWLER U

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE