

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLD SPRING BREWING COMPANY		08/03/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	488 Madison Ave., 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3450884	FROM THE LAND OF 10,000 LAKES	
Registration Number:	3111175	COLD SPRING	
Registration Number:	4256687	NORTHERN BREWING CO.	
Registration Number:	4253232	THIRD STREET BREWHOUSE	
Registration Number:	5158148	MINNE SOTA GOLD LAGER	
Registration Number:	5014846	MINNE SOTA GOLD LAGER	
Registration Number:	3986051	CATALINA	
Registration Number:	4225271	NORTHERN	
Registration Number:	4576251	3RD STREET	
Registration Number:	4154819	THIRD STREET	
Registration Number:	4601032	JACK'D UP	
Serial Number:	87218485	BREWERS TEARS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		

CH \$315.00 3450884

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 385629-00043

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 08/03/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 3, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders and the Letter of Credit Issuers from time to time party thereto and Varagon, as Administrative Agent for the Lenders and the Letter of Credit Issuers, the Lenders and the Letter of Credit Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 Lenders, the Letter of Credit Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

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

Section 2. 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 of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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.

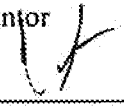
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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.

COLD SPRING BREWING COMPANY,
as Grantor

By: 
Name: Ian B. MacTaggart
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: _____
Name: Kevin Marchetti
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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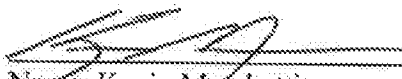
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COLD SPRING BREWING COMPANY,
as Grantor

By: _____
Name: Ian B. MacTaggart
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: 
Name: Kevin Marchetti
Title: Managing Director



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Record Owner
FROM THE LAND OF 10,000 LAKES	78-621,802	5/3/2005	3,450,884	6/17/2008	Renewal Due 6/17/2018	Cold Spring Brewing Company
COLD SPRING	78-409,061	4/27/2004	3,111,175	7/4/2006	Renewed 2016	Cold Spring Brewing Company
NORTHERN BREWING CO.	85-560,840	3/5/2012	4,256,687	12/11/2012	§ 8 Due December 2018	Cold Spring Brewing Company
BREWER'S TEARS	87-218,485	10/27/2016			Published	Cold Spring Brewing Company
THIRD STREET BREWHOUSE and Design 	85-584,050	3/29/2012	4,253,232	12/4/2012	§ 8 Due December 2018	Cold Spring Brewing Company
MINNESOTA GOLD LAGER	86-739,788	8/27/2015	5,158,148	3/7/2017	Registered	Cold Spring Brewing Company
MINNESOTA GOLD LAGER and Design 	86-739,798	8/27/2015	5,014,846	8/2/2016	Registered	Cold Spring Brewing Company
CATALINA	77-346,211	12/6/2007	3,986,051	6/28/2011	§ 8 Due June 2017	Cold Spring Brewing Company
NORTHERN	85-560,826	3/5/2012	4,225,271	10/16/2012	§ 8 Due October 2018	Cold Spring Brewing Company
3RD STREET	85-394,326	8/10/2011	4,576,251	7/29/2014	Registered	Cold Spring Brewing Company
THIRD STREET	85-140,828	9/29/2010	4,154,819	6/5/2012	§ 8 Due	Cold Spring

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Record Owner
					June 2018	Brewing Company
JACK'D UP	86-186,670	2/6/2014	4,601,032	9/9/2014	Registered	Cold Spring Brewing Company

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None