

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clipper City Brewing Company, L.P.		09/20/2017	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SunTrust Bank
<b>Street Address:</b>	120 E. Baltimore Street
<b>Internal Address:</b>	25th Floor
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21202
<b>Entity Type:</b>	Banking Corporation: GEORGIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2004961	CLIPPER CITY
Registration Number:	4652702	UNCHARTED WATERS
Registration Number:	4791862	DOUBLE CANNON
Registration Number:	4828392	PHANTOM SHIP
Registration Number:	4933602	FIELDER'S CHOICE
Registration Number:	5069753	TREASURE FEST
Registration Number:	5242054	TROPI CANNON
Registration Number:	4908754	CROSS BONES
Registration Number:	5105989	THE GREATER PUMPKIN
Registration Number:	5251861	POUNDER PILS

## CORRESPONDENCE DATA

Fax Number: 4432634108

*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: 4108621188

Email: trademarksobor@bakerdonelson.com

Correspondent Name: E. Scott Johnson, Esq.

Address Line 1: 100 Light Street

CH \$265.00 2004961

**Address Line 2:** Baker Donelson  
**Address Line 4:** Baltimore, MARYLAND 21202

**ATTORNEY DOCKET NUMBER:** 5017476.092548 dkp

**NAME OF SUBMITTER:** E. Scott Johnson

**SIGNATURE:** /E. Scott Johnson/

**DATE SIGNED:** 09/20/2017

**Total Attachments: 7**

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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of September 20, 2017, between CLIPPER CITY BREWING COMPANY, L.P., a Delaware limited partnership ("Assignor"), in favor of SUNTRUST BANK ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee executed that certain Trademark Security Agreement dated April 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement");

WHEREAS, Assignee has agreed to extend an additional loan in the amount of up to \$1,200,000 to Assignor (the "Build-Out Loan"), which Build-Out Loan is being secured by all of Assignee's Trademarks and other property; and

WHEREAS, Assignor has acquired additional Trademarks and the parties desire to include such Trademarks as additional Trademarks under the Agreement and record notice thereof with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The first Recital to the Trademark Security Agreement is hereby deleted in its entirety and replaced with the following:

"Pursuant to a Loan and Security Agreement dated April 1, 2013, by and between Assignor and Assignee (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the "Loan Agreement"), Assignee agreed to make available to Assignor (a) a revolving credit facility (the "Revolving Credit Facility"), (b) a drawdown term loan to be used for the acquisition and installation of certain equipment (the "General Equipment Term Loan"), (c) a term loan to be used to refinance certain indebtedness of Assignor (the "Refinance Term Loan"), (d) a drawdown term loan to be used for the acquisition and installation of certain Brewhouse equipment (the "Brewhouse Equipment Term Loan"), and (e) a drawdown term loan in the maximum principal amount not to exceed \$1,200,000 (the "Build-Out Loan"). The Revolving Credit Facility, the General Equipment Term Loan, the Refinance Term Loan, the Brewhouse Equipment Term Loan, and the Build-Out Loan are collectively referred to herein as the "Credit Facilities"

2. Schedule A of the Agreement is hereby amended to add to Schedule A under "Trademark or Service Mark" the following Trademarks:

<u>Trademark Or Service Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLIPPER CITY	74586678	2004961	10/01/1996
UNCHARTERED WATERS	86268704	4652702	12/09/2014
DOUBLE CANNON	86347474	4791862	08/11/2015
PHANTOM SHIP	86353696	4828392	10/06/2015
FIELDER'S CHOICE	86481737	4933602	04/05/2016
TREASURE FEST	86710154	5069753	10/25/2016

TROPI CANNON	86710163	5242054	07/11/2017
CROSS BONES	86710204	4908754	03/01/2016
THE GREATER PUMPKIN	86711459	5105989	12/20/2016
POUNDER PILS (& DESIGN)	86873021	5251861	07/25/2017

The foregoing Trademarks are “Marks” under the Agreement and is subject to all warranties, terms, covenants and conditions of the Agreement and is subject to the security interest of the Assignee in and to the Trademarks. Assignor grants to the Assignee a security interest in the foregoing Trademarks to secure the complete and timely payment and performance of all of its Obligations (as defined in the Agreement) under the Loan Agreement and the other Financing Documents (as such terms are defined in the Agreement).

3. This Amendment shall not operate as a grant of security interest or other assignment to the Assignee of any “intent to use” trademark applications filed under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed and such “intent to use” trademark applications shall be excluded from the Marks so long as and only to the extent such grant would result in the forfeiture of any of Assignee’s rights in such “intent to use” trademark applications. When an amendment to allege use or a statement of use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be exempted from this Amendment.

4. The Assignor shall also execute and deliver to the Assignee such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Assignee may reasonably request) and do all such other things as the Assignee may reasonably deem necessary or appropriate (i) to assure to the Assignee its security interests hereunder, including but not limited to (A) with regard to the new Trademarks set forth herein, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of Schedule A attached hereto.

5. This Amendment is only an agreement amending and modifying certain provisions of the Agreement. All of the provisions of the Agreement are incorporated herein by reference and shall remain and continue in full force and effect as amended by this Amendment. Nothing herein shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish, (a) any of the obligations, indebtedness and liabilities of Assignor or any other party under the provisions of the Agreement, the Loan Agreement or any other Financing Document, or (b) any assignment or pledge to Assignee of, or any security interest or lien granted to Assignee in or on, any collateral and security for such obligations, indebtedness and liabilities.

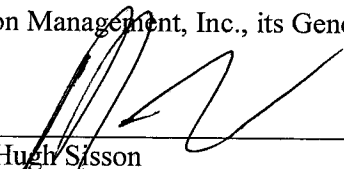
6. As amended hereby, the Agreement is hereby ratified and confirmed in all respects.

[signature page follows]

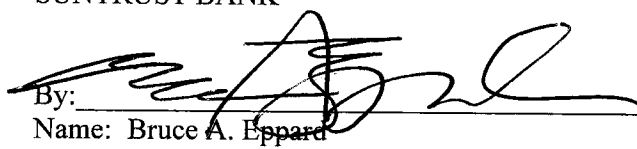
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Amendment, under seal, the day and year first above written.

CLIPPER CITY BREWING COMPANY, L.P.

By: Sisson Management, Inc., its General Partner

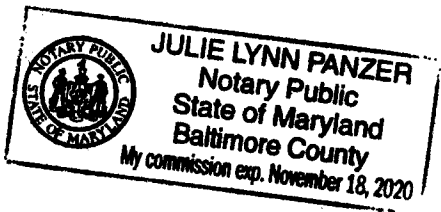
By:   
Name: Hugh Sisson  
Title: President

SUNTRUST BANK

By:   
Name: Bruce A. Eppard  
Title: Senior Vice President

STATE OF MARYLAND )  
COUNTY OF Baltimore ) ss  
)

On the 20<sup>th</sup> day of September, 2017, before me personally came Hugh J. Sisson, who acknowledged himself to be the President of Sisson Management, Inc., the General Partner of CLIPPER CITY BREWING COMPANY, L.P., a Delaware limited partnership, the within named assignor; and that he, as such President, being duly authorized so to do, executed the foregoing instrument by signing the name of said corporation as the General Partner of said limited partnership; and that he acknowledged said instrument to be the free act and deed of said limited partnership.

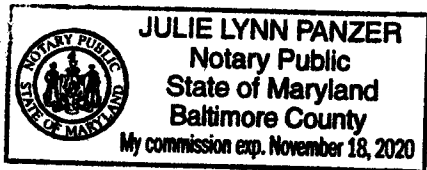


*Julie Scardina Commissioned*  
Notary Public *as Julie Panzer*

(PLACE STAMP AND SEAL ABOVE)

STATE OF MARYLAND )  
COUNTY OF Baltimore ) ss  
)

On the 20<sup>th</sup> day of September, 2017, before me personally came Bruce A. Eppard, who is personally known to me to be a Senior Vice President of SunTrust Bank, a Georgia banking corporation, who being duly sworn, did depose and say that he is a Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



*Julie Scardina Commissioned*  
Notary Public *as Julie Panzer*

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A  
 NOTICE  
 OF  
 GRANT OF SECURITY INTEREST  
 IN  
 TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Trademark Security Agreement dated as of April 1, 2013 as amended by First Amendment to Trademark Security Agreement dated September \_\_, 2017 (the "Security Agreement"), by and between Clipper City Brewing Company, L.P. ("Assignor") and SunTrust Bank ("Assignee"), the undersigned Assignor has granted a continuing security interest in and continuing lien upon, the additional trademarks and trademark applications shown below to the Assignee:

TRADEMARKS

<u>Trademark Or Service Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLIPPER CITY	74586678	2004961	10/01/1996
UNCHARTERED WATERS	86268704	4652702	12/09/2014
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POUNDER PILS (& DESIGN)	86873021	5251861	07/25/2017

Assignor and the Assignee hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CLIPPER CITY BREWING COMPANY, L.P.

By: Sisson Management, Inc., its General Partner

By: \_\_\_\_\_

Name: Hugh Sisson

Title: President

ACKNOWLEDGED AND ACCEPTED:

SUNTRUST BANK

By: \_\_\_\_\_

Name: Bruce A. Eppard

Title: Senior Vice President



STATE OF MARYLAND )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of September, 2017, before me personally came Hugh J. Sisson, who acknowledged himself to be the President of Sisson Management, Inc., the General Partner of CLIPPER CITY BREWING COMPANY, L.P., a Delaware limited partnership, the within named assignor; and that he, as such President, being duly authorized so to do, executed the foregoing instrument by signing the name of said corporation as the General Partner of said limited partnership; and that he acknowledged said instrument to be the free act and deed of said limited partnership.

\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF MARYLAND )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of September, 2017, before me personally came Bruce A. Eppard, who is personally known to me to be a Senior Vice President of SunTrust Bank, a Georgia banking corporation, who being duly sworn, did depose and say that he is a Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)