

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RNB LICENSING, LLC		10/05/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PACIFIC MERCANTILE BANK		
Street Address:	949 South Coast Drive, 3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4724615	ROCK CONCERT BAR	
Registration Number:	4724614	ROCK & BEER	
Registration Number:	4667862	ROCK CONCERT BAR	
Registration Number:	4667861	ROCK & BEER	
Registration Number:	4348763	ROCK & BREWS	
Registration Number:	4157808	BALLS & BREWS	
Registration Number:	4157410	ROCKTOBERFEST	
Registration Number:	3389378	ROCK & BREWS	
Serial Number:	87430172	ROCK & BREWS HOTEL AND CASINO	
Serial Number:	87430126	ROCK & BREWS CASINO RESORT	
Serial Number:	87430084	ROCK & BREWS CASINO	
Serial Number:	87428794	ROCK & BREWS HOTEL AND CASINO	
Serial Number:	87428777	ROCK & BREWS CASINO RESORT	
Serial Number:	87428757	ROCK & BREWS CASINO	
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>			

OP \$365.00 4724615

Phone: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F173316

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 10/18/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **October 5, 2017** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **ROCK AND BREWS HOLDINGS, INC., ROCK & BREWS, LLC, ROCK & BREWS PAIA, LLC, ROCK & BREWS FRANCHISING, LLC, RNB LICENSING, LLC, ROCK & BREWS HOLDINGS, LLC, MAUI BEER GARDEN INVESTORS, LLC AND RB RESTAURANT HOLDINGS, LLC** (collectively, "Grantors" and each a "Grantor"), with reference to the following facts:

A. Lender and Grantors are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, each Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Each Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, each Grantor grants to Lender a security interest in all of such Grantor's right, title and interest in such Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Each Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by such Grantor or licensed to such Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by such Grantor or licensed to such Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office.

3. No Grantor shall, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least 30 days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may

reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantors:

321 12th Street, Suite 200
Manhattan Beach, California 90266

Grantors:

Rock and Brews Holdings, Inc.

By 

Name: Michael Zisli's

Title: Co-Chairman

Rock & Brews, LLC

By 

Name: Michael Zisli's

Title: Co-Chairman

Rock & Brews Paja, LLC

By 

Name: Michael Zisli's

Title: Co-Chairman

Rock & Brews Franchising, LLC

By 

Name: Michael Zisli's

Title: Co-Chairman

RNB Licensing, LLC

By 

Name: Michael Zisli's

Title: Co-Chairman

Rock & Brews Holdings, LLC

By 

Name: Michael Zisli's

Title: Co-Chairman

[Signature Page—Intellectual Property Security Agreement]

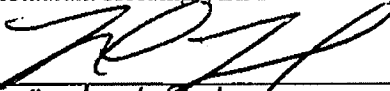
Maui Beer Garden Investors, LLC

By 

Name: Michael Zislis

Title: Co-Chairman

RB Restaurant Holdings, LLC

By 

Name: Michael Zislis

Title: Co-Chairman

Address of Lender:

949 South Coast Drive, 1st Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Maui Beer Garden Investors, LLC

By _____
Name:
Title:

RB Restaurant Holdings, LLC

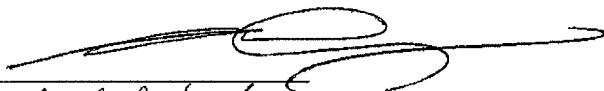
By _____
Name:
Title:

Address of Lender:

949 South Coast Drive, 1st Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By 
Title VP Relationship Manager

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
RNB Licensing, LLC	ROCK & BREWS HOTEL AND CASINO	87430172	04/28/17		
RNB Licensing, LLC	ROCK & BREWS CASINO RESORT	87430126	04/28/17		
RNB Licensing, LLC	ROCK & BREWS CASINO	87430084	04/28/17		
RNB Licensing, LLC	ROCK & BREWS HOTEL AND CASINO	87428794	04/27/17		
RNB Licensing, LLC	ROCK & BREWS CASINO RESORT	87428777	04/27/17		
RNB Licensing, LLC	ROCK & BREWS CASINO	87428757	04/27/17		
RNB Licensing, LLC	ROCK CONCERT BAR	86070762	09/20/13	4724615	04/21/15
RNB Licensing, LLC	ROCK & BEER	86070738	09/20/13	4724614	04/21/15
RNB Licensing, LLC	ROCK CONCERT BAR	85331511	05/26/11	4667862	01/06/15
RNB Licensing, LLC	ROCK & BEER	85331497	05/26/11	4667861	01/06/15
RNB Licensing, LLC	ROCK & BREWS	85468886	11/09/11	4348763	06/11/13
RNB Licensing, LLC	BALLS & BREWS	85451440	10/19/11	4157808	06/12/12
RNB Licensing, LLC	ROCKTOBERFEST	85446390	10/13/11	4157410	06/12/12
RNB Licensing, LLC	ROCK & BREWS	76658095	04/10/06	3389378	02/26/08

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		