

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rahr Corporation		05/25/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4438970	RAHR MALTING CO.	
<b>Registration Number:</b>	4438973	RAHR MALTING CO.	
<b>Registration Number:</b>	4442716	RAHR MALTING CO.	
<b>Registration Number:</b>	4438974	R	
<b>Registration Number:</b>	4438968	R RAHR MALTING CO.	
<b>Registration Number:</b>	4435276	R RAHR MALTING CO.	
<b>Serial Number:</b>	87426126	GAMBRINUS HONEY MALT	
<b>Serial Number:</b>	87426120	GAMBRINUS MALTING CORPORATION	
<b>Serial Number:</b>	87426113	GAMBRINUS MALTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	emily.klump@clarivate.com		
<b>Correspondent Name:</b>	Nancy A. Zarazua		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Emily Klump		

OP \$240.00 4438970

<b>SIGNATURE:</b>	/Emily Klump/
<b>DATE SIGNED:</b>	05/29/2018
<b>Total Attachments: 7</b> source=Borrower US Trademark Collateral Agreement11#page1.tif source=Borrower US Trademark Collateral Agreement11#page2.tif source=Borrower US Trademark Collateral Agreement11#page3.tif source=Borrower US Trademark Collateral Agreement11#page4.tif source=Borrower US Trademark Collateral Agreement11#page5.tif source=Borrower US Trademark Collateral Agreement11#page6.tif source=Borrower US Trademark Collateral Agreement11#page7.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 25th day of May, 2018, Rahr Corporation, a Delaware corporation (the “*Debtor*”) with its principal place of business and mailing address at 801 1st Avenue West, Shakopee, Minnesota 55379, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but not the obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of May 25, 2018 among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the internal laws of the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAHR CORPORATION

By   
Name: Jeffrey W. Taylor  
Title: Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAHR CORPORATION

By \_\_\_\_\_

Name: Jeffrey H. Taylor

Title: Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.






BMO HARRIS BANK N.A., as Agent

By  \_\_\_\_\_  
Name: Betzaida Erdelyi  
Title: Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**RAHR CORPORATION TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>GRANTED</b>	<b>OWNED BY</b>
RAHR MALTING CO.	U.S.	4,438,970	11/26/2013	RAHR CORPORATION
RAHR MALTING CO.	U.S.	4,438,973	11/26/2013	RAHR CORPORATION
RAHR MALTING CO.	U.S.	4,442,716	12/03/2013	RAHR CORPORATION
	U.S.	4,438,974	11/26/2013	RAHR CORPORATION
	U.S.	4,438,968	11/26/2013	RAHR CORPORATION
	U.S.	4,435,276	11/19/2013	RAHR CORPORATION
	CAN	TMA921597	11/30/2015	RAHR CORPORATION
RAHR MALTING CO.	CAN	TMA921596	11/30/2015	RAHR CORPORATION
RAHR MALTING CO.	CAN	TMA889635	11/07/2014	RAHR CORPORATION
	CAN	TMA921973	12/01/2015	RAHR CORPORATION

**RAHR CORPORATION PENDING TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO.</b>	<b>FILED</b>	<b>OWNED BY</b>
GAMBRINUS HONEY MALT	U.S.	87426126	04/26/2017	RAHR CORPORATION
GAMBRINUS MALTING CORPORATION	U.S.	87426120	04/26/2017	RAHR CORPORATION
GAMBRINUS MALTING	U.S.	87426113	04/26/2017	RAHR CORPORATION
GAMBRINUS HONEY MALT	CAN	1838516	05/19/2017	RAHR CORPORATION
	CAN	1838515	05/19/2017	RAHR CORPORATION
GAMBRINUS MALTING	CAN	1838517	05/19/2017	RAHR CORPORATION