

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEEP ELLUM BREWING COMPANY, LLC		06/06/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	40 WEST 57TH STREET, 33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4977828	HOP SEEKER	
Registration Number:	5023365	EASY PEASY IPA	
Registration Number:	4472838	DEEP ELLUM BREWING CO.	
Registration Number:	4562711		
Registration Number:	4632795	DALLAS BLONDE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	050485-0062		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/11/2018		
Total Attachments: 5			

OP \$140.00 4977828

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of June 6, 2018, by and among DEEP ELLUM BREWING COMPANY, LLC, a Texas limited liability company (“Deep Ellum”, or the “Joining Grantor”), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated July 8, 2016, by and among CIGAR CITY BREWING LLC, a Florida limited liability company (“CCB”), OSKAR BLUES BREWERY, LLC, a Colorado limited liability company (“OBB”), SALT LAKE BREWING CO., L.C., a Utah limited liability company (“SLBC”), UTAH BREWERS COOPERATIVE, L.C., a Utah limited liability company (“UBC”), and OBB PERRIN HOLDCO CORP., a Delaware corporation (“OBB Perrin”; CCB, OBB Perrin, OBB, SLBC and UBC, each individually as a “Borrower” and collectively as “Borrowers”), the other Loan Parties party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended by that First Amendment to Credit Agreement, Joinder and Waiver, dated as of June 8, 2018 (“First Amendment”), and as further amended restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make Loans to Borrowers;

WHEREAS, pursuant to that certain Security Agreement, as amended by the First Amendment, by and among the Joining Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, the Joining Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Joining Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Joining Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of the

Joining Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as the Joining Grantor begins to use such trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. The Joining Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Joining Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEEP ELLUM BREWING COMPANY, LLC,
a Texas limited liability company

By:  _____

Name: Matt Fraser

Title: Treasurer and Secretary



ACCEPTED AND ACKNOWLEDGED BY:

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 
Name: MARK RUBENSTEIN
Title: Managing Director

Schedule A

Registered Trademarks

Trademark	Registration Number	Registration Date	Owner
HOP SEEKER 	4977828	6/14/2016	Deep Ellum Brewing Company, LLC
EASY PEASY IPA Easy Peasy IPA	5023365	8/16/2016	Deep Ellum Brewing Company, LLC
DEEP ELLUM BREWING CO. <small>DEEP ELLUM BREWING CO.</small>	4472838	1/21/2014	Deep Ellum Brewing Company, LLC
Design Only 	4562711	7/8/2014	Deep Ellum Brewing Company, LLC
DALLAS BLONDE Dallas Blonde	4632795	11/4/2014	Deep Ellum Brewing Company, LLC