

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498331

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GROUNDS AND HOUNDS COFFEE COMPANY, LLC		11/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STONEGATE ASSET COMPANY II, LLC		
<b>Street Address:</b>	123 NORTH WACKER DRIVE		
<b>Internal Address:</b>	SUITE 1160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606-1080		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5209305	WAKE. BREW. RESCUE. REPEAT.	
<b>Registration Number:</b>	4761557	EVERY CUP SAVES A PUP	
<b>Registration Number:</b>	4689917	GROUNDS AND HOUNDS COFFEE CO.	
<b>Registration Number:</b>	4589876	GROUNDS AND HOUNDS	
<b>Registration Number:</b>	4827720	EVERY POUND SAVES A HOUND GROUNDS & HOUN	
<b>Registration Number:</b>	5291061	PAPER & SLIPPERS	
<b>Registration Number:</b>	5522561	EVERY POUND SAVES A HOUND	
<b>Serial Number:</b>	86154576	EVERY POUND SAVES A HOUND	
<b>Serial Number:</b>	87717814	HUSH PUPPY	
<b>Serial Number:</b>	87447808	FRESH BREW & RESCUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		
<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>Phone:</b>	816.460.2400		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	233 South Wacker Drive Suite 7800		

OP \$265.00 5209305

**Address Line 2:** P.O. Box 061080  
**Address Line 4:** Chicago, ILLINOIS 60606-1080

**NAME OF SUBMITTER:** Brian R. McGinley

**SIGNATURE:** /brm/

**DATE SIGNED:** 11/15/2018

**Total Attachments: 3**

source=Stonegate\_BRCC - Grant of Security Interest in Trademarks (GH) [executed](109649589\_1)#page1.tif

source=Stonegate\_BRCC - Grant of Security Interest in Trademarks (GH) [executed](109649589\_1)#page2.tif

source=Stonegate\_BRCC - Grant of Security Interest in Trademarks (GH) [executed](109649589\_1)#page3.tif

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

November 15, 2018

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GROUNDS AND HOUNDS COFFEE COMPANY, LLC, a Delaware limited liability company ("Grantor"), having its principal office at 401 N. Michigan Ave., Suite 3300, Chicago, IL 60611, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Grantor, Black Rifle Coffee Company LLC, Good Beans LLC, the Guarantors party thereto from time to time and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date  
set forth above.


GRANTOR:

GROUNDNS AND HOUNDNS COFFEE COMPANY  
LLC

By:   
Name: Evan Haler  
Title: Vice President

GRANT OF SECURITY INTEREST IN TRADEMARKS

**Schedule A to Grant of Security Interest in United States Trademarks**

<b><u>Mark</u></b>	<b>Application or Registration Number</b>	<b>Filing or Registration Date</b>
WAKE. BREW. RESCUE. REPEAT.	5209305	5/23/2017
EVERY CUP SAVES A PUP	4761557	6/23/2015
GROUNDS & HOUNDS COFFEE CO.	4689917	2/17/2015
GROUNDS & HOUNDS	4589876	8/19/2014
	4827720	10/6/2015
PAPER & SLIPPERS	5291061	9/19/2017
EVERY POUND SAVES A HOUND	5522561	5/8/2018
EVERY POUND SAVES A HOUND	5522561	7/24/2018
EVERY POUND SAVES A HOUND	86154576	12/30/2013
HUSH PUPPY	87717814	12/12/2017
FRESH BREW AND RESCUE	87447808	5/12/2017