

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516607

<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>
Twin Restaurant IP, LLC		03/29/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comvest Capital IV, L.P., as Administrative Agent		
<b>Street Address:</b>	525 Okeechobee Boulevard, Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5084051	29° DRAFT BEER	
<b>Registration Number:</b>	5149917	29° DRAFT BEER	
<b>Registration Number:</b>	5178067	BEST KITCHEN IN SPORTS	
<b>Registration Number:</b>	5450692	DIRTY BLONDE	
<b>Registration Number:</b>	4076127	EATS · DRINKS · SCENIC VIEWS	
<b>Registration Number:</b>	5368227	EATS DRINKS SCENIC VIEWS	
<b>Registration Number:</b>	4693068	GINGER'S ALE	
<b>Registration Number:</b>	4710603	GOLD DIGGER	
<b>Registration Number:</b>	4896985	KNOTTY BRUNETTE	
<b>Registration Number:</b>	5124192		
<b>Registration Number:</b>	3993004		
<b>Registration Number:</b>	5193193	THE ULTIMATE SPORTS LODGE	
<b>Registration Number:</b>	3252349	TWIN PEAKS	
<b>Registration Number:</b>	3993003	TWIN PEAKS	
<b>Registration Number:</b>	5003651	TWIN PEAKS BREWING	
<b>Registration Number:</b>	4993707	TWIN PEAKS BREWING	
<b>Registration Number:</b>	5110056	TWIN PEAKS BREWING CO	
<b>Registration Number:</b>	5003652	TWIN PEAKS BREWING COMPANY	
<b>Registration Number:</b>	4882778	IDA CLAIRE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	86829658	BILLIONAIRE'S BACON
Serial Number:	86820635	EAGLE PEAK BREWING COMPANY
Serial Number:	88032420	
Serial Number:	88032426	
Serial Number:	87326025	TWIN PEAKS
Serial Number:	87325982	TWIN PEAKS
Serial Number:	86820572	THE LONG TABLE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3125778467

**Email:** rebecca.paul@kattenlaw.com

**Correspondent Name:** Rebecca A. Paul c/o Katten Muchin

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Rebecca A. Paul
<b>SIGNATURE:</b>	/Rebecca A. Paul/
<b>DATE SIGNED:</b>	03/29/2019

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Comvest Capital IV, L.P. (“Comvest”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Loan Parties, the Lenders from time to time party thereto and Comvest, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 29, 2019 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any Property shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

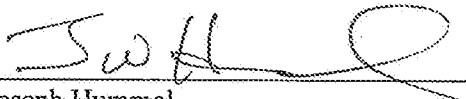
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**TWIN RESTAURANT IP, LLC**, a Delaware limited liability company, as Grantor

By:   
Name: Joseph Hummel  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

**COMVEST CAPITAL IV, L.P.**, as Administrative Agent

By: ComVest Capital IV Partners, L.P., its general partner

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By: ComVest Capital IV Partners UGP, LLC, its general partner

By: 

Name: Daniel Lee

Title: Partner

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**REGISTERED TRADEMARKS**

<b>OWNER</b>	<b>MARK</b>	<b>SER. NO.</b>	<b>DATE FILED</b>	<b>REG. NO.</b>	<b>DATE REG.</b>
Twin Restaurant IP, LLC	29° DRAFT BEER	87/069638	6/13/2016	5084051	11/15/2016
Twin Restaurant IP, LLC	29° DRAFT BEER (& design)	87/069661	6/13/2016	5149917	2/28/2017
Twin Restaurant IP, LLC	BEST KITCHEN IN SPORTS	86/973153	4/12/2016	5178067	4/4/2017
Twin Restaurant IP, LLC	DIRTY BLONDE	85/934198	5/16/2013	5450692	4/24/2018
Twin Restaurant IP, LLC	EATS • DRINKS • SCENIC VIEWS	85/175923	11/12/2010	4076127	12/27/2011
Twin Restaurant IP, LLC	EATS • DRINKS • SCENIC VIEWS (& design) (color)	87/326097	2/6/2017	5368227	1/2/2018
Twin Restaurant IP, LLC	GINGER'S ALE	86/016679	7/22/2013	4693068	2/24/2015
Twin Restaurant IP, LLC	GOLD DIGGER	86/193151	2/13/2014	4710603	3/31/2015
Twin Restaurant IP, LLC	KNOTTY BRUNETTE	85/934428	5/16/2013	4896985	2/9/2016
Twin Restaurant IP, LLC	Lumberjack Logo	87/069676	6/13/2016	5124192	1/17/2017
Twin Restaurant IP, LLC	Mountain Logo	85/175916	11/12/2010	3993004	7/12/2011
Twin Restaurant IP, LLC	THE ULTIMATE SPORTS LODGE	86/973191	4/12/2016	5193193	4/25/2017
Twin Restaurant IP, LLC	TWIN PEAKS	78/563113	2/8/2005	3252349	6/12/2007
Twin Restaurant IP, LLC	TWIN PEAKS (& design)	85/175901	11/12/2010	3993003	7/12/2011

Twin Restaurant IP, LLC	TWIN PEAKS BREWING	85/893369	4/2/2013	5003651	7/19/2016
Twin Restaurant IP, LLC	TWIN PEAKS BREWING	85/893351	4/2/2013	4993707	7/5/2016
Twin Restaurant IP, LLC	TWIN PEAKS BREWING CO	85/893325	4/2/2013	5110056	12/27/2016
Twin Restaurant IP, LLC	TWIN PEAKS BREWING COMPANY	85/893387	4/2/2013	5003652	7/19/2016
Twin Restaurant IP, LLC	IDA CLAIRE	86/429923	10/21/2014	4882778	1/5/2016

**PENDING TRADEMARK APPLICATIONS**

<b>OWNER</b>	<b>MARK</b>	<b>SER. NO.</b>	<b>DATE FILED</b>
Twin Restaurant IP, LLC	BILLIONAIRE'S BACON	86/829658	11/23/2015
Twin Restaurant IP, LLC	<u>EAGLE PEAK BREWING COMPANY</u>	86/820635	11/15/2015
Twin Restaurant IP, LLC	Lumberjack Logo (no barley) (color)	88/032420	7/10/2018
Twin Restaurant IP, LLC	Lumberjack Logo (no barley) (color)	88/032426	7/10/2018
Twin Restaurant IP, LLC	TWIN PEAKS (& design) (green mountains)	87/326025	2/6/2017
Twin Restaurant IP, LLC	TWIN PEAKS (& design) (white mountains)	87/325982	2/6/2017
Twin Restaurant IP, LLC	THE LONG TABLE	86/820572	11/15/2015

**IP LICENSES**

None.