

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SunTrust Bank		06/03/2019	Banking Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Clipper City Brewing Company, L.P.
Street Address:	4615 Hollins Ferry Road, Suite B
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21227
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	4190688	AARSH
Serial Number:	85135412	AARSH RED
Registration Number:	3154631	BALTO MARZHON
Registration Number:	3269852	BELOW DECKS
Registration Number:	4084740	BLACK CANNON
Serial Number:	74723407	CLIPPER CITY BALTIMORE, MD
Serial Number:	75210020	CHESAPEAKE GOLD
Serial Number:	85454476	CROSSBONES
Serial Number:	85751414	CUTLASS
Serial Number:	85454462	DOUBLE PEARL
Serial Number:	85135417	DUBBEL CANNON
Serial Number:	85381037	EDGAR ALLAN PORTER
Serial Number:	77153696	EL HEFE
Registration Number:	3359126	EMBRACE YOUR INNER PIRATE
Registration Number:	3286464	EXTRAARGHDINARY BEERS
Registration Number:	2991202	HEAVY SEAS
Registration Number:	4128890	HEAVY SEAS
Serial Number:	85544299	HEAVY SEAS ALEHOUSE
Registration Number:	4161055	HOLY SHEET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3153962	HOP3
Registration Number:	3184936	LOOSE CANNON
Registration Number:	2526331	MCHENRY
Registration Number:	3241495	OXFORD
Registration Number:	3139560	PEG LEG
Registration Number:	4243206	PLANK
Serial Number:	85751398	POWDER MONKEY
Registration Number:	3051397	RED SKY AT NIGHT
Serial Number:	76498245	SALTY DOG
Serial Number:	85558685	SAILORS TELL STORIES, PYRATES MAKE LEGEN
Registration Number:	4286745	SEA NYMPH
Registration Number:	4178387	SIREN NOIRE
Registration Number:	3051396	SMALL CRAFT WARNING
Registration Number:	4274200	SMOKE ON THE WATER
Registration Number:	3972317	THE BIG DIPA
Registration Number:	4134722	THE GREAT PUMPKIN
Serial Number:	85403573	THE GREAT'ER PUMPKIN
Registration Number:	3342389	WINTER STORM
Serial Number:	85454212	YULE TIDE
Registration Number:	2004961	CLIPPER CITY
Registration Number:	4652702	UNCHARTED WATERS
Registration Number:	4791862	DOUBLE CANNON
Registration Number:	4828392	PHANTOM SHIP
Registration Number:	4933602	FIELDER'S CHOICE
Registration Number:	5069753	TREASURE FEST
Registration Number:	5242054	TROPI CANNON
Registration Number:	4908754	CROSS BONES
Registration Number:	5105989	THE GREATER PUMPKIN
Registration Number:	5251861	POUNDER PILS
Registration Number:	4084741	DAVY JONES LAGER

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: 410-862-1089

Email: trademarksobor@bakerdonelson.com

Correspondent Name: Emily R. Billig, Esq.

Address Line 1: 100 Light Street

Address Line 2: Baker Donelson

TRADEMARK

REEL: 006667 FRAME: 0752

Address Line 4:	Baltimore, MARYLAND 21202
ATTORNEY DOCKET NUMBER:	5017476.092548 dkp
NAME OF SUBMITTER:	Emily R. Billig
SIGNATURE:	/emily r. billig/
DATE SIGNED:	06/12/2019
Total Attachments: 6 source=Clipper City Trademark Termination#page1.tif source=Clipper City Trademark Termination#page2.tif source=Clipper City Trademark Termination#page3.tif source=Clipper City Trademark Termination#page4.tif source=Clipper City Trademark Termination#page5.tif source=Clipper City Trademark Termination#page6.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (“Agreement”), is made this 3 day of June, 2019, by SUNTRUST BANK, a Georgia banking corporation (“Assignee”), in favor of **CLIPPER CITY BREWING COMPANY, L.P.**, a Delaware limited partnership (“Assignor”).

RECITALS

1. The Assignee and the Assignor are parties to a certain Trademark Security Agreement dated April 1, 2013, as amended by a First Amendment to Trademark Security Agreement dated September 20, 2017 (collectively, as amended, supplemented, extended or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Assignee received a continuing security interest in and lien upon the trademarks described in the Security Agreement and identified on Schedule 1 attached hereto (collectively, the “Pledged Trademarks”) as collateral security for the obligations of the Assignor to the Assignee (the “Obligations”);

2. The Assignee recorded the Trademark Security Agreement dated April 1, 2013 with the United States Patent and Trademark Office on April 5, 2013, in Reel/Frame 4999/0284;

3. The Assignee recorded the First Amendment to Trademark Security Agreement dated September 20, 2017 with the United States Patent and Trademark Office on September 20, 2017, in Reel/Frame 6157/0394;

4. The Obligations have now been repaid and the Assignee desires and is willing to terminate all of its security interest in and lien upon the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee hereby terminates all of the Assignee’s worldwide right or title to, security interest in and lien upon the Pledged Trademarks, together with (i) the registrations of and applications therefor, as applicable, (ii) all renewals, revivals, and extensions thereof, and all other rights accruing thereunder or pertaining thereto of any kind whatsoever that may hereafter be secured under the laws now or hereafter in effect in the United States of America, Canada and in any other jurisdiction, (iii) the goodwill of the business symbolized by and associated with the Pledged Trademarks and the registrations thereof, (iv) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill, and (v) all common law or other rights in and relating to the Pledged Trademarks, whether registered or unregistered. The Assignee hereby reassigns any and all interests it may have in such Pledged Trademarks to the Assignor, the same to be held and enjoyed by the Assignor, its successors and assigns from and after the date hereof, without recourse to the Assignee. The Assignee hereby further agrees to execute, acknowledge, and deliver, at the Assignor’s expense, any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the Parties have caused this Termination of Trademark Security Agreement to be duly-executed as an instrument under seal as of the day and year first above written.

WITNESS/ATTEST:

SUNTRUST BANK

Cathy Fair
Name:

By: *CDW* (SEAL)
Carl D. White
Senior Vice President

ACKNOWLEDGEMENT

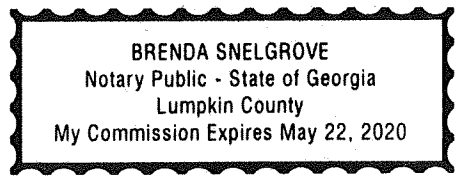
STATE OF Georgia
CITY/COUNTY OF Dahlonega, TO WIT:

IN WITNESS WHEREOF, on this 3rd day of June, 2019, before me, a Notary Public of said State, personally appeared Carl D. White, known to me (or satisfactorily proven) to be a Senior Vice President of SunTrust Bank, and in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of SunTrust Bank thereto.

IN WITNESS My Hand and Notarial Seal.

Brenda Snelgrove (SEAL)
Notary Public

My Commission Expires:
May 22, 2020



Schedule 1

**SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED APRIL 1, 2013
BY CLIPPER CITY BREWING COMPANY, L.P.
IN FAVOR OF
SUNTRUST BANK**

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Trademark Or Service Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
AARSH	85509159	4190688	08/14/2012
AARSH RED	85135412		09/22/2010
BALTO MARZHON	76625582	3154631	10/10/2006
BELOW DECKS	78701428	3269852	07/24/2007
BLACK CANNON	85135402	4084740	01/10/2012
CLIPPER CITY BALTIMORE, MD (& DESIGN)	74723407		08/31/1995
CHESAPEAKE GOLD (& DESIGN)	75210020		12/09/2006
CROSSBONES	85454476		10/24/2011
CUTLASS	85751414		10/11/2012
DAVY JONES LAGER	85135424	4084741	01/10/2012
DOUBLE PEARL	85454462		10/24/2011
DUBBEL CANNON	85135417	4136281	05/01/2012
EDGAR ALLAN PORTER	85381037		07/26/2011
EL HEFE	77153696		04/11/2007
EMBRACE YOUR INNER PIRATE	77153676	3359126	12/25/2007
EXTRAARGHDINARY BEERS	78973375	3286464	08/28/2007
HEAVY SEAS	76569001	2991202	09/06/2005
HEAVY SEAS (& DESIGN)	85454229	4128890	07/07/2012
HEAVY SEAS ALEHOUSE (& DESIGN)	85544299		02/16/2012
HOLY SHEET	85454220	4161055	06/19/2012
HOP3	78751453	3153962	10/10/2006
LOOSE CANNON	78698070	3184936	12/12/2006
MCHENRY (& DESIGN)	76126850	2526331	01/01/2006
OXFORD	78754029	3241495	05/15/2007
PEG LEG	76593380	3139560	09/05/2006
PLANK (& DESIGN)	85418560	4243206	11/13/2012
POWDER MONKEY	85751398		10/11/2012
RED SKY AT NIGHT	76568974	3051397	01/24/2006
SALTY DOG (& DESIGN)	76498245		03/17/2003
SAILORS TELL STORIES...PYRATES MAKE LEGENDS!	85558685		03/02/2012
SEA NYMPH	85454472	4286745	02/05/2013
SIREN NOIRE	85454204	4178387	07/24/2012
SMALL CRAFT WARNING	76568924	3051396	01/24/2006

SMOKE ON THE WATER	85455183	4274200	01/15/2013
THE BIG DIPA (& DESIGN)	77798424	3972317	06/07/2011
THE GREAT PUMPKIN (& DESIGN)	85403550	4134722	05/01/2012
THE GREAT'ER PUMPKIN (& DESIGN)	85403573		08/22/2011
WINTER STORM	76568923	3342389	11/27/2007
YULE TIDE	85454212		10/24/2011

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Trademark Security Agreement dated as of April 1, 2013 as amended by First Amendment to Trademark Security Agreement dated September 20, 2017 (the "Security Agreement"), by and between Clipper City Brewing Company, L.P. ("Assignor") and SunTrust Bank ("Assignee"), the undersigned Assignor has granted a continuing security interest in and continuing lien upon, the additional trademarks and trademark applications shown below to the Assignee:

TRADEMARKS

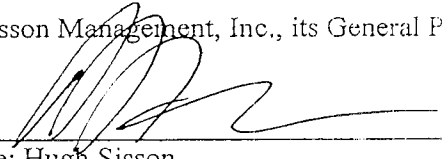
<u>Trademark Or Service Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLIPPER CITY	74586678	2004961	10/01/1996
UNCHARTERED WATERS	86268704	4652702	12/09/2014
DOUBLE CANNON	86347474	4791862	08/11/2015
PHANTOM SHIP	86353696	4828392	10/06/2015
FIELDER'S CHOICE	86481737	4933602	04/05/2016
TREASURE FEST	86710154	5069753	10/25/2016
TROPI CANNON	86710163	5242054	07/11/2017
CROSS BONES	86710204	4908754	03/01/2016
THE GREATER PUMPKIN	86711459	5105989	12/20/2016
POUNDER PILS (& DESIGN)	86873021	5251861	07/25/2017

Assignor and the Assignee hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CLIPPER CITY BREWING COMPANY, L.P.

By: Sisson Management, Inc., its General Partner

By: 
Name: Hugh Sisson
Title: President