

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NINKASI BREWERY LLC		06/17/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	EPR BREWS, LLC		
Street Address:	909 Walnut, Suite 200		
City:	KANSAS CITY		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	4293378	BABYLON DOUBLE IPA	
Registration Number:	5303505	BEAUTIFUL TROUBLE	
Registration Number:	4666113	BEER IS LOVE	
Registration Number:	3868249	BEER IS LOVE NINKASI BREWING COMPANY	
Registration Number:	5223248	BELIEVER	
Registration Number:	4958041	BELIEVER DOUBLE RED ALE	
Registration Number:	4968217	CRITICAL HIT	
Registration Number:	4590206	DAWN OF THE RED	
Registration Number:	5257946	FIRST RULE	
Registration Number:	4842804	GROUND CONTROL	
Registration Number:	5765308	HAZY DOMINATION	
Registration Number:	5765300	HEART AND SCIENCE	
Registration Number:	4274393	HELLES BELLES	
Registration Number:	4938617	HOP COOLER	
Registration Number:	4562831	MAIDEN THE SHADE	
Registration Number:	5196933	MEGALODOM	
Registration Number:	5060838	N10	
Registration Number:	3442524	NINKASI	
Registration Number:	3650533	NINKASI BREWING	
TRADEMARK			

CH \$1340.00 4293378

Property Type	Number	Word Mark
Registration Number:	3654059	N NINKASI BREWING EUGENE, OREGON
Registration Number:	4505470	NINKASI QUANTUM
Registration Number:	4522027	OATIS
Registration Number:	5257950	PACIFIC RAIN
Registration Number:	4203249	PERPETUATE BETTER LIVING
Registration Number:	4411071	PINTS FOR A CAUSE
Registration Number:	4180628	PRISMATIC
Registration Number:	4469192	R&D RARE & DELICIOUS SERIES
Registration Number:	3866535	RADIANT SUMMER ALE
Registration Number:	4505469	RENEWALE
Registration Number:	4829050	RICH'S BREW
Registration Number:	5223127	SLEIGH'R
Registration Number:	3650538	SLEIGH'R WINTER SEASONAL
Registration Number:	4966313	SOUR OF LOVE
Registration Number:	3686013	SPRING REIGN
Registration Number:	5000112	TART & SOUL
Registration Number:	4947366	THIS IS WHY I'M HOP
Registration Number:	4946247	TOTAL CRYSTALATION
Registration Number:	3650553	TOTAL DOMINATION IPA
Registration Number:	3650555	TRICERAHOPS DOUBLE IPA
Registration Number:	5024061	VELOCIHOPTOR
Registration Number:	5567285	WHITEAKER SERIES
Registration Number:	4281389	WORSHIP THE GODDESS
Registration Number:	5445121	YOURS TRULY
Serial Number:	88127793	BREWED, NOT ASSEMBLED
Serial Number:	88015827	BRIGHTBERRY
Serial Number:	88287764	CRYO-JUICE
Serial Number:	88288749	DRY SKIES
Serial Number:	87714591	JUST BE
Serial Number:	88127744	MADE HARD, DRINK EASY
Serial Number:	88462020	MADE HARD TO DRINK EASY
Serial Number:	88175311	NINKASI
Serial Number:	88417535	PACIFIC SPARKLING
Serial Number:	86543529	SUPERCOLLIDER

CORRESPONDENCE DATA

Fax Number: 8166913495

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.

TRADEMARK

REEL: 006679 FRAME: 0974

Phone: 816-842-8600
Email: TRADEMARK@STINSON.COM
Correspondent Name: Laurie Dale
Address Line 1: 1201 WALNUT STREET, SUITE 2900
Address Line 2: STINSON TRADEMARK ADMINISTRATOR
Address Line 4: KANSAS CITY, MISSOURI 64106-2150

NAME OF SUBMITTER: LAURIE DALE

SIGNATURE: /LAURIE DALE/

DATE SIGNED: 06/27/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 17, 2019, is made by **NINKASI BREWERY LLC**, an Oregon limited liability company (the “**Borrower**”) in favor of **EPR BREWS, LLC**, a Delaware limited liability company (the “**Lender**”).

WHEREAS, the Borrower and Lender have entered into a Loan and Security Agreement of even date herewith (the “**Loan Agreement**”), pursuant to which Borrower granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. Grant of Security. Borrower hereby pledges and grants to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of Borrower in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and

injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

NINKASI BREWERY LLC, an
Oregon limited liability company

By: 
Nikos Ridge, Manager

Address for Notices:
155 Blair Boulevard
Eugene, Oregon 97402

AGREED TO AND ACCEPTED:

EPR BREWS, LLC, a Delaware limited
liability company

By: _____

Name: _____

Title: _____

Address for Notices:

Signature Page to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AGREED TO AND ACCEPTED:

EPR BREWS, LLC, a Delaware limited liability company

By:  _____

Name: **Michael L. Hirons**

Title: **Vice President**

Address for Notices:

Signature Page to Intellectual Property Security Agreement

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE.

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARKS	REGISTRATION NUMBER/DATE
Babylon Double IPA	4,293,378/February 19, 2013
Beautiful Trouble	5,303,505/October 3, 2017
Beer is Love	4,666,113/January 6, 2015
Beer is Love (Emblem)	3,868,249/October 26, 2010
Believer	5,223,248/June 13, 2017
Believer Double Red Ale	4,958,041/May 17, 2016
Critical Hit	4,968,217/May 31, 2016
Dawn of the Red	4,590,206/August 19, 2014
First Rule	5,257,946/August 1, 2017
Ground Control	4,842,804/October 27, 2015
Hazy Domination	5,765,308/May 28, 2019
Heart and Science	5,765,300/May 28, 2019
Helles Belles	4,274,393/January 15, 2013
Hop Cooler	4,938,617/April 12, 2016
Maiden the Shade	4,562,831/July 8, 2014
Megalodom	5,196,933/May 2, 2017
N10	5,060,838/October 11, 2016
Ninkasi (Name)	3,442,524/June 3, 2008
Ninkasi Brewing	3,650,533 July 7, 2009
Ninkasi Brewing (Emblem)	3,654,059/July 14, 2009
Ninkasi Quantum	4,505,470/April 1, 2014
Oatis	4,522,027/April 29, 2014
Pacific Rain	5,257,950/August 1, 2017
Perpetuate better living	4,203,249/September 4, 2012
Pints for a Cause	4,411,071/October 1, 2013
Prismatic	4,180,628/July 24, 2012
R&D Rare & Delicious Series	4,469,192/January 21, 2014
Radiant Summer Ale	3,866,535/October 26, 2010
Renewale	4,505,469/April 1, 2014
Rich's Brew	4,829,050/October 6, 2015
Sleigh'r	5,223,127/June 13, 2017
Sleigh'r Winter Seasonal	3,650,538/July 7, 2009
Sour of Love	4,966,313/May 24, 2016
Spring Reign	3,686,013/September 22, 2009
Tart & Soul	5,000,112/July 12, 2016
This is why I'm hop	4,947,366/April 26, 2016
Total Crystallation	4,946,247/April 26, 2016
Total Domination IPA	3,650,553/July 7, 2009
Tricerahops Double IPA	3,650,555/July 7, 2009
Velocihoptor	5,024,061/August 16, 2016
Whiteaker Series	5,567,285/September 18, 2018
Worship the Goddess	4,281,389/January 29, 2013

Yours Truly	5,445,121/April 10, 2018
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APPLIED FOR TRADEMARKS

<u>U. S. TRADEMARK APPLICATIONS</u>	<u>APPLICATION NUMBER/DATE</u>
Brewed, Not Assembled	Ser. No. 88127793/App Date September 21, 2018
Brightberry	Ser. No. 88015827/App Date June 26, 2018
Cryo-Juice	Ser. No. 88287764/App Date February 4, 2019
Dry Skies	Ser. No. 88288749/App Date February 4, 2019
Just Be	Ser. No. 87714591/App Date: December 9, 2017
Made Hard, Drink Easy	Ser. No. 88127744/App Date September 21, 2018
Made Hard To Drink Easy	Ser. No. 88462020/App Date June 6, 2019
Ninkasi	Ser. No. 88175311/App Date October 30, 2018
Pacific Sparkling	Ser. No. 88417535/App Date May 6, 2019
Supercollider	Ser. No. 86543529/App Date: February 23, 2015

FOREIGN REGISTRATIONS

<u>TRADEMARK</u>	<u>COUNTRY/ JURISDICTION</u>	<u>REGISTRATION NUMBER/DATE</u>
Ninkasi (Name)	Australia	1821336/August 15, 2018
Ninkasi (Name)	Canada	TMA894215/January 16, 2015
Ninkasi Brewing (Emblem)	Canada	TMA894248/January 16, 2015
Ninkasi (Name)	China	22773962/September 7, 2018
Ninkasi (Name)	New Zealand	1059222/October 2, 2018
Ninkasi (Name)	Thailand	406636/July 31, 2014
Ninkasi Brewing (Emblem)	Thailand	161102804/July 31, 2014
Ninkasi (Name)	WIPO	1212526/May 13, 2014
Ninkasi Brewing (Emblem)	WIPO	1209417/May 13, 2014

FOREIGN APPLICATIONS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER/DATE</u>
Ninkasi (Name)	Singapore	40201810780Q/June 5, 2018

ADDITIONAL INFORMATION

1. Ninkasi Brewery, LLC filed an application to register the trademark CRYO-JUICE on February 4, 2019 (SN 88287764). The application was suspended by the U.S. Patent & Trademark Office (“*USPTO*”) on April 17, 2019 based on an alleged likelihood of confusion with an existing registered trademark for CRYO STASH.

2. Ninkasi Brewery, LLC filed an application to register the trademark NINKASI on October 30, 2018 (SN 88175311)(Class 33, distilled spirits and wine). The application was suspended by the USPTO on January 9, 2019 based on a prior application filed by an unrelated party, Ninkasi Enterprises of France, for NINKASI that may present a bar to registration if revived.

3. The Trademark Application for BRIGHTBERRY filed with the USPTO under SN 88015827 on June 26, 2018 identifies Ninkasi Brewing Company [sic], LLC as the owner due to a clerical error. The Application was intended to be filed in the name of Ninkasi Brewing, LLC.

4. The Trademark Application for SUPERCOLLIDER filed with the USPTO under SN 86543529 on February 23, 2015 was refused registration based on an alleged likelihood of confusion with an existing registered trademark filed by an unrelated party for SUPERCOLLIDER under Registration No. 5551111.

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.