

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPIRE BREWING COMPANY INC.		08/08/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Harris Beach PLLC		
Street Address:	333 West Washington Street		
Internal Address:	Suite 200		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13202		
Entity Type:	Professional Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5235424	SWEET FIRE	
Registration Number:	5204021	LOCAL GRIND	
Serial Number:	87173629	SKINNY ATLAS LIGHT	
Serial Number:	86182192	EMPIRE	
Serial Number:	86667278	EMPIRE BREWSTEAD	
Serial Number:	86212600	SKINNY ATLAS	
Serial Number:	86667251	BREWSTEAD	
Serial Number:	86667229	EMPIRE	
Registration Number:	5033058	SOUR GRAPES	
Registration Number:	5028423	SLO MO'	
Registration Number:	4852288	MOPHRO	
Serial Number:	86383118	TWO DRAGONS	
Registration Number:	4716490	STRIKES BOCK	
Registration Number:	4596924	LIV & LET RYE	
Registration Number:	4596917	EMPIRE STATE PALE ALE	
Serial Number:	86182204	EMPIRE STRIKES BOCK	
Serial Number:	86182360	BLACK MAGIC STOUT	
Serial Number:	86182319	DEEP PURPLE	

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Property Type	Number	Word Mark
Serial Number:	86182337	GOLDEN DRAGON
Serial Number:	86182295	BLACK LIGHT
Serial Number:	86182439	OTTO AMBER
Registration Number:	4014713	BIG EASY GUMBO
Registration Number:	3900360	WHITE APHRO
Registration Number:	4000201	EMPIRE BREWING COMPANY
Registration Number:	3705105	E
Registration Number:	3705103	EMPIRE BREWING COMPANY
Registration Number:	3837506	EAT WHERE YOU LIVE
Registration Number:	2420406	BIG EASY GUMBO

CORRESPONDENCE DATA

Fax Number: 3154229331

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: 3154237100

Email: kpiraino@harrisbeach.com

Correspondent Name: BRENDAN M. PALFREYMAN

Address Line 1: HARRIS BEACH PLLC

Address Line 4: SYRACUSE, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	Empire Brewing S. Agreeeme
NAME OF SUBMITTER:	BRENDAN M. PALFREYMAN
SIGNATURE:	/BRENDAN M. PALFREYMAN/
DATE SIGNED:	08/09/2019

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of ^{August 8, 2019} [DATE], is made by and between Empire Brewing Company Inc. (the "Grantor") in favor of Harris Beach PLLC (the "Creditor").

WHEREAS, the Grantor has entered into a Confession of Judgment dated as of ^{August 8, 2019} [DATE] (the "Judgment"), with the Creditor. WHEREAS, as a condition precedent to the commencement of collection activities by the Creditor under the Judgment, Grantor has executed and delivered to the Creditor that certain Security Agreement dated as of ^{August 8, 2019} [DATE], made by and between the Grantor and the Creditor (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental 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, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Creditor a security interest in and to all of the right, title, and interest of Grantor 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 Exhibit 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

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

(d) 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

(e) 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. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Creditor with respect to the IP Collateral are as provided by the Judgment, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Grantor 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.

Empire Brewing Company, Inc.
By: [Signature]
Name: David Kateski
Title: Chief Executive Officer
Address for Notices: 120 Walton Street
Syracuse, New York 13202

AGREED TO AND ACCEPTED:

Harris Beach PLLC
By: [Signature]
Name: Lee Woodard
Title: Partner
Address for Notices: 333 West Washington St., Suite 200
Syracuse, New York 13202

STATE OF NEW YORK)
COUNTY OF ONONDAGA)SS.
)

On the 8th day of August, 2019, before me personally appeared David Kateski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Grantor, and acknowledged the instrument to be his free act and deed/the free act and deed of Borrower for the uses and purposes mentioned in the instrument.
My Commission Expires: [DATE] 4/3/22

[Signature]
Notary Public
Printed Name:

LEE. E. WOODARD
Notary Public, State of New York
Qualified in Onondaga Co. No. 02WO4780244
Commission Expires April 3, 2018
2022

Exhibit 1

Country/State	Serial Number	Reg. Number	Word Mark
US	87143363	5235424	SWEET FIRE
US	87186070	5204021	LOCAL GRIND
US	87173629		SKINNY ATLAS LIGHT
US	86182192		EMPIRE
US	86667278		EMPIRE BREWSTEAD
US	86212600		SKINNY ATLAS
US	86667251		BREWSTEAD
US	86667229		EMPIRE
US	86715654	5033058	SOUR GRAPES
US	86716307	5028423	SLO MO'
US	86374363	4852288	MOPHRO
US	86383118		TWO DRAGONS
US	86415193	4716490	STRIKES BOCK
US	86182401	4596924	LIV & LET RYE
US	86182220	4596917	EMPIRE STATE PALE ALE
US	86182204		EMPIRE STRIKES BOCK
US	86182360		BLACK MAGIC STOUT
US	86182319		DEEP PURPLE
US	86182337		GOLDEN DRAGON
US	86182295		BLACK LIGHT
US	86182439		OTTO AMBER
US	85042983	4014713	BIG EASY GUMBO
US	85042956	3900360	WHITE APHRO
US	77714042	4000201	EMPIRE BREWING COMPANY
US	77714075	3705105	E
US	77714060	3705103	EMPIRE BREWING COMPANY
US	77915598	3837506	EAT WHERE YOU LIVE
US	75472630	2420406	BIG EASY GUMBO
NY		R32889	DEEP PURPLE
NY		R32722	SKINNY ATLAS
China	17505305	17505305	EMPIRE
China	17505304	17505304	EMPIRE (CHINESE CHARACTERS)
China	17505306	17505306	EMPIRE BREWING COMPANY (CHINESE CHARACTERS)
China	15460470	15460470	EMPIRE BREWING COMPANY (CHINESE CHARACTERS)
China	15460471	15460471	TWO DRAGONS
China	16411528	16411528	TWO DRAGONS & DEVICE
Great Britain	3071001	3071001	EMPIRE BREWING COMPANY

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