

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

RE 103680595

1. Name of conveying party(ies):

Lord Hobo Brewing Company

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 9, 2019

- Assignment
- Security Agreement
- Other Pledge and Collateral Assignment of Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HarborOne Bank

Street Address: 770 Oak Street

City: Brockton

State: MA

Country: USA Zip: 02303

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4818684

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Boomsorce

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James H. Cohen

Internal Address: _____

Street Address: Looney Cohen & Aisenberg LLP
33 Broad Street, 6th Floor

City: Boston

State: MA Zip: 02109

Phone Number: 617-371-1050

Docket Number: _____

Email Address: jcohen@lca-llp.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$640.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature
James H. Cohen

7/5/19
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



Continuation of Item 4 on Recordation Form

Name of Conveying Party: Lord Hobo Brewing Company LLC

Name of Receiving Party: HarborOne Bank, N.A.

Application Numbers:

Identification of Trademarks:

| | |
|----------|-----------------|
| 88133184 | Design |
| 88099654 | Design |
| 87327553 | Ball & Biscuit |
| 87327547 | Steal this IPA |
| 87772727 | Virtuoso |
| 88070884 | Meat & Potatoes |
| 88095887 | Godmother |
| 87668451 | Gold Pony |
| 87327557 | Freebird |
| 88346031 | 617 |
| 88208319 | Doomsauce |
| 88315243 | Liquid Vacation |

Trademark Registration Numbers:

Identification of Trademark:

| | |
|---------|---------------------------|
| 5415649 | Conso-lation Prize |
| 5280622 | Steal this Can |
| 5404765 | LHBCO and Design |
| 5280625 | Glorious |
| 5404766 | Lord Hobo Brewing Company |
| 5404812 | LHBCo and Design |
| 5404996 | Lord Hobo Brewing Company |
| 5346096 | Lord Hobo |
| 5552285 | Angelica |
| 5535719 | Consolation Prize |
| 4641549 | HOBO |
| 5090984 | Hobo Joe's |

PLEDGE AND COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS Pledge and Collateral Assignment of Trademarks ("Pledge") is made as of the ^{9th} day of July 2019 by **Lord Hobo Brewing Company LLC**, a Delaware limited liability company ("Borrower"), with an address of 5 Draper Street, Woburn, MA 01801 to **HarborOne Bank** ("Lender"), with an address of 770 Oak Street, Brockton, MA 02303.

Whereas, the Lender is loaning the Borrower the sum of (i) One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to be repaid as stated in a certain Revolving Line of Credit Commercial Promissory Note dated even date herewith and (ii) Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), to be repaid as stated in a certain No-Revolver Equipment Line of Credit/Term Promissory Note dated even date herewith (collectively, the "Loans").

Whereas, in addition to certain other collateral, the Lender is requiring that Borrower grant a pledge of and security interest in all trademarks with respect to the Borrower's business operations, including without limitation those certain Trademarks registered with the United States Patent and Trademark Office (the "Trademark Office") as set forth on the attached Exhibit A, and all trademarks in which the Borrower hereafter owns and the proceeds therefrom (the "Trademarks") as security for the repayment of the Loans and the full and faithful performance of all of the Borrower's obligations pursuant thereto, as well as all other debts, covenants and agreements of or by the Borrower to or for the benefit of the Lender now existing or hereafter accruing (the "Obligations").

Now therefore, Borrower, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant Lender a security interest in, and collaterally assign to the Lender, all of the Borrower's right, title and interest in and to the Trademarks. The Lender hereby acknowledges that the within Pledge and assignment is conditional only, and shall become an absolute assignment only upon Lender's exercise of its rights and remedies after an Event of Default as defined in the Loan Agreement (as defined hereafter).

1. The Borrower hereby represents and warrants:

- (1) that it is the owner of the Trademarks, that the Trademarks set forth on the attached Exhibit A contain all of Borrower's federally registered Trademarks, and that it has duly registered such Trademarks with the United States Patent and Trademark Office;
- (2) that each of said Trademarks has been duly registered with the Trademark Office and are valid;
- (3) that Borrower is not the owner of any other Trademarks, and will notify the Lender every six (6) months of any other trademarks registered with the Trademark Office and

shall execute any documentation reasonably required by Lender to confirm Lender's security interest in such trademarks;

(4) that it has not assigned, encumbered or pledged its interest in any of the Trademarks to any other party, and shall not grant any liens, encumbrances, attachments, security interests, purchase money security interests, assignments, mortgages, charges or other liens or encumbrances of any nature whatsoever with respect to the Trademarks without the prior written consent of Lender;

(5) The Borrower covenants to do all things necessary to defend such Trademarks against any improper use or infringement by any other party, and do all things necessary to maintain all Trademarks while any of the Obligations are outstanding;

(6) that Borrower shall deliver to Lender, within three (3) business days of receipt (a) any notices sent by, or sent to, the Trademark Office which may affect Lender's rights under this Pledge, or (b) any notices sent or received by Borrower with respect to any alleged infringement or improper use of the Trademarks by any party;

(7) Except as otherwise disclosed in writing to the Bank, there are no suits, actions, proceedings, investigations, claims or judgment pending or threatened against Borrower, and Borrower does not know of or have any reason to know of any basis for any such suit, action proceeding, investigation, claim or judgment;

(8) Borrower has herein disclosed to the Lender all facts necessary to enter into this Pledge. No representation or warranty by Borrower contained in this Pledge and no statement contained in any certificate, schedule, list or other writing furnished to the Lender pursuant to the provisions hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statement therein not misleading

2. Borrower shall, at Borrower's sole cost and expense, promptly execute and deliver, or cause the execution and delivery of, all certificates, instruments, and other documents and papers Lender may request in connection with the obtaining of any consent, approval, registration, qualification, or authorization of any governmental authority or of any other person or entity necessary or appropriate for the effective exercise of any rights or remedies under this Pledge. Without limiting the generality of the foregoing, Borrower agrees that in the event Lender shall exercise Lender's rights to sell, transfer, or otherwise dispose of or take any other action in connection with any of the Trademarks pursuant to this Pledge or any other documents executed in connection with the Loans, Borrower shall execute and deliver all applications, certificates, and other documents Lender may request, and, if requested by Lender, Borrower shall otherwise promptly, fully and diligently cooperate with Lender and any other necessary persons, in making any application for the prior consent or approval of any governmental authority or any other person or entity in connection with the exercise by Lender of any of such rights relating to all or any part of the Trademarks. Borrower agrees that Lender's remedy at law for failure of

Borrower to comply with the provisions of this Section would not be adequately compensable in damages, and Borrower agrees that the covenants of this Section may be specifically enforced.

3. Upon an Event of Default as set forth in that certain Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"), Lender shall have all of the rights and remedies available under this Pledge, the Uniform Commercial Code, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Lender's interest in the Trademarks until the Obligations have been fully paid and satisfied. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder or under any document executed in connection with the Loans, and no course of dealing between Borrower or any other person and Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other loan document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided in this Pledge are cumulative and not exclusive of any rights or remedies which Lender would otherwise have and may be exercised simultaneously. No notice to or demand on Borrower in any case shall entitle Borrower or any other person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Lender to any other or further action in any circumstances without notice or demand. Lender has no obligation to preserve rights to the Trademarks against any other persons.

4. The Lender shall have no liability for any loss sustained by the Borrower from Lender's actions or failure to act hereunder or from any other act or omission of Lender in exercising Borrower's rights under this Pledge unless such loss is caused by the gross negligence, willful misconduct or bad faith of the Lender, nor shall the Lender have any duty to take any action with regard to the Trademarks and the Borrower shall and hereby does hold the Lender harmless from any and all liability, loss or damage which may or might be incurred under or by reason of this Pledge and from any and all claims and demands whatsoever which may be asserted against the Lender by any person, including without limitation, Borrower, by reason of any alleged obligations or duties on its part to perform or discharge any obligation with respect to said Trademarks. Should the Lender incur any such liability under said Trademarks or under or by reason of this Pledge or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and by any other collateral for the Obligations and the Borrower shall reimburse the Lender therefore immediately upon demand and, upon the failure of the Borrower to do so, the Lender may, at its option, declare all sums secured hereby immediately due and payable.

5. All rights and obligations hereunder shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Borrower hereby irrevocably submits to the nonexclusive jurisdiction of any Massachusetts, state or federal court over any suit, action or proceedings arising out of or relating to this Pledge.

6. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all of the obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

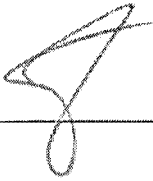
7. If any provision hereof shall be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

8. The Borrower hereby irrevocably authorizes the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto setting for the description of the collateral pledged herein and containing any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State. The Borrower agrees to furnish any such information to the Lender promptly upon request.

[Signatures contained on following page]

Executed under seal this ____ day of July 2019.

Witness



Borrower:
Lord Hobo Brewing Company LLC



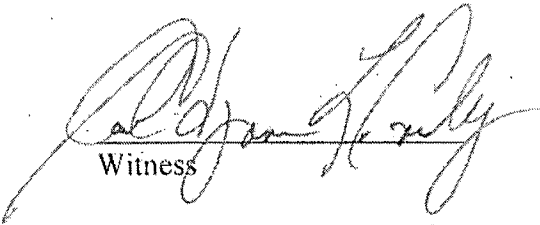
By: Daniel Lanigan
Its: Manager

Lender:
HarborOne Bank



By: ROBERT P. COLETTA
Its: VICE PRESIDENT

Witness



[Signature Page to Pledge and Collateral Assignment of Trademarks]



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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 24, 2019

PTAS

JAMES H. COHEN
LOONEY COHEN & AISENBERG LLP
33 BROAD STREET, 6TH FLOOR
BOSTON, MA 02109



103680595

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. On the Cover Sheet the Nature of Conveyance list Security Agreement and the documentation has Pledge and Collateral Assignment of Trademarks they both should coincide. Please clarify?

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, August 23, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Assignments originally filed by paper and facsimile

You can use the electronic Resubmission form even if you originally submitted your assignment paperwork to the Assignment Recordation Branch by paper or facsimile. Once you enter your Document ID and Access Code as shown on the Notice of Non-Recordation, the Resubmission form will prepopulate with most information from the cover sheet you originally submitted. However, it will not prepopulate with the Conveying party and Receiving party information. You will have to reenter this information.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 103680595
Access Code: OWDNEWACSOKQ4RE

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TONI HAKIM
ASSIGNMENT RECORDATION BRANCH