

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miller International, Inc.		10/01/2019	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	600 17th St.		
Internal Address:	Suite 1500		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87410559	CRUEL	
Serial Number:	86867685	WORLD'S TOUGHEST RODEO	
Serial Number:	74510170	WTR	
Serial Number:	75082324	BULLS AND BRONCS	
CORRESPONDENCE DATA			
Fax Number:	3032924510		
<i>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.</i>			
Phone:	3032922900		
Email:	trish.rogers@moyewwhite.com		
Correspondent Name:	Trish Rogers		
Address Line 1:	1400 16th St.		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Patricia J. Rogers		
SIGNATURE:	/Patricia J. Rogers/		
DATE SIGNED:	10/24/2019		
Total Attachments: 5			

OP \$115.00 87410559

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of October, 2019, by **Miller International, Inc.**, a Colorado corporation, **Gold Buckle Brewing Co., Inc.**, a Colorado corporation, **Joseph James Brewing Co., Inc.**, a Nevada corporation, and **Miller Brands, LLC**, a Puerto Rico limited liability company (jointly, severally and collectively the "Grantor"), in favor of **Bank of the West** ("Grantee").

:

WITNESSETH

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement dated August 15, 2018 among Grantor and certain Affiliates of Grantor (jointly, severally and collectively, the "Borrower"), and Grantee, as amended by a First Amendment to Amended and Restated Security Agreement of even date herewith (as the same may be further amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under that certain Second Amended and Restated Credit Agreement among Borrower and Grantee, dated August 15, 2018 (as the same may be further amended or otherwise modified from time to time, the "Credit Agreement");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of the Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark and application for trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademark Collateral" shall not include any "intent to use" trademark application until such time as a statement of use or an amendment to allege use has been filed with the U.S. Patent and Trademark Office.

3. Miscellaneous. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF COLORADO.** Whenever in this Agreement reference is made to Grantee or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

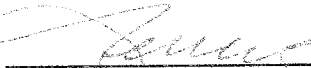
[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


MILLER INTERNATIONAL, INC.,
a Colorado corporation

By: 
Name: Patrick W. Hurley
Title: Authorized Officer

MILLER BRANDS LLC,
a Puerto Rico limited liability company

By: 
Name: Patrick W. Hurley
Title: Authorized Officer

JOSEPH JAMES BREWING CO., INC.,
a Nevada corporation

By: 
Name: Patrick W. Hurley
Title: Authorized Officer

GOLD BUCKLE BREWING CO., INC.,
a Colorado corporation

By: 
Name: Patrick W. Hurley
Title: Authorized Officer

Agreed and accepted as of the
date first written above:

BANK OF THE WEST

By:  _____

Name: Reggie Fink

Title: Director

[Signature Page to Trademark Security Agreement]

4851-7575-0311.2

TRADEMARK
REEL: 006779 FRAME: 0295

Schedule 1

U.S. TRADEMARK REGISTRATIONS

Owner	Serial No.	Reg. No.	Word Mark
Miller International, Inc.	87410559	5483819	CRUEL
Miller International, Inc.	86867685	5026116	WORLD'S TOUGHEST RODEO
Miller International, Inc.	74510170	1886386	WTR
Miller International, Inc.	75082324	2170682	BULL AND BRONCS
Miller Brands, LLC	88473592		CINCH JESSE
Miller Brands, LLC	88346985		CINCH TRAILERS
Miller Brands, LLC	88346982		CINCH TRAILERS
Miller Brands, LLC	88348401		RODEO TRACKER
Miller Brands, LLC	88348382		CINCH RODEO TRACKER
Miller Brands, LLC	87798100	5758753	LOOK GOOD. BE SAFE.
Miller Brands, LLC	87955028		CINCH
Miller Brands, LLC	87484550	5511176	CINCH RODEO
Joseph James Brewing Co, Inc.	87429577		HOP RAIDER
Gold Buckle Brewing Co., Inc.	88269889		GO FOR THE BUCKLE. GOLD BUCKLE BEER.
Gold Buckle Brewing Co., Inc.	88269894		GO FOR THE BUCKLE.
Gold Buckle Brewing Co., Inc.	88584163		GO FOR THE BUCKLE. GOLD BUCKLE BEER.
Gold Buckle Brewing Co., Inc.	88571346		GO FOR THE BUCKLE
Gold Buckle Brewing Co., Inc.	88569718		GOLD BUCKLE IPA
Gold Buckle Brewing Co., Inc.	88569714		GOLD BUCKLE AMBER
Gold Buckle Brewing Co., Inc.	88569571		GOLD BUCKLE PALE ALE
Gold Buckle Brewing Co., Inc.	88568309		GOLD BUCKLE LIGHT
Gold Buckle Brewing Co., Inc.	88568291		GOLD BUCKLE LAGER
Gold Buckle Brewing Co., Inc.	88362942		FOR THE COWBOY IN ALL OF US
Gold Buckle Brewing Co., Inc.	88361848		BREWED FOR THE COWBOY IN ALL OF US

Schedule 1

4851-7575-0311.2