

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554125

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|---|---|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Varagon Capital Partners Agent, LLC, AS ADMINISTRATIVE AGENT | | 12/19/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cold Spring Brewing Company | | |
| Street Address: | 219 N. Red River Avenue | | |
| City: | Cold Springs | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 56320 | | |
| Entity Type: | Corporation: COLORADO | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3450884 | FROM THE LAND OF 10,000 LAKES | |
| Registration Number: | 3111175 | COLD SPRING | |
| Registration Number: | 4256687 | NORTHERN BREWING CO. | |
| Serial Number: | 87218485 | BREWER'S TEARS | |
| Registration Number: | 4253232 | THIRD STREET BREWHOUSE | |
| Registration Number: | 5158148 | MINNE SOTA GOLD LAGER | |
| Registration Number: | 5014846 | MINNE SOTA GOLD LAGER | |
| Registration Number: | 3986051 | CATALINA | |
| Registration Number: | 4225271 | NORTHERN | |
| Registration Number: | 4576251 | 3RD STREET | |
| Registration Number: | 4154819 | THIRD STREET | |
| Registration Number: | 4601032 | JACK'D UP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | joanna.crosby@hklaw.com, dawn.rudenko@hklaw.com, ptdocketing@hklaw.com | | |

OP \$315.00 3450884

Correspondent Name: Joanna Crosby
Address Line 1: 800 17th Street, NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER: Joanna D. Crosby

SIGNATURE: /joannadcrosby/

DATE SIGNED: 12/19/2019

Total Attachments: 5

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 19, 2019, by Varagon Capital Partners Agent, LLC (“Grantee”), in its capacity as Administrative Agent for the Lenders (in such capacity, “Grantee”) in favor of Cold Spring Brewing Company (the “Grantor”). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, the other grantors from time to time party thereto and the Grantee entered into that certain Guaranty and Security Agreement dated as of August 3, 2017 (as amended, modified, restated and/or supplemented from time to time, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement dated as of August 3, 2017 (the “Trademark Security Agreement”), in each case, pursuant to which Grantor granted to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether then owned or existing or thereafter created, acquired or arising (collectively the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 3, 2017 at Reel 6121, Frame 0796; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases without any representation, warranty, recourse or undertaking by Grantee, its security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral.
2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to

the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office at the expense of the Credit Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Grantee



By: Varagon Capital Partners, L.P., its Sole Member

By: 
Name: Terry Robinson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

| Trademark | Application Number | Application Date | Registration Number | Registration Date | Status | Record Owner |
|--|--------------------|------------------|---------------------|-------------------|-----------------------|-----------------------------|
| FROM THE LAND OF 10,000 LAKES | 78-621,802 | 5/3/2005 | 3,450,884 | 6/17/2008 | Renewal Due 6/17/2018 | Cold Spring Brewing Company |
| COLD SPRING | 78-409,061 | 4/27/2004 | 3,111,175 | 7/4/2006 | Renewed 2016 | Cold Spring Brewing Company |
| NORTHERN BREWING CO. | 85-560,840 | 3/5/2012 | 4,256,687 | 12/11/2012 | § 8 Due December 2018 | Cold Spring Brewing Company |
| BREWER'S TEARS | 87-218,485 | 10/27/2016 | | | Published | Cold Spring Brewing Company |
| THIRD STREET BREWHOUSE and Design  | 85-584,050 | 3/29/2012 | 4,253,232 | 12/4/2012 | § 8 Due December 2018 | Cold Spring Brewing Company |
| MINNESOTA GOLD LAGER | 86-739,788 | 8/27/2015 | 5,158,148 | 3/7/2017 | Registered | Cold Spring Brewing Company |
| MINNESOTA GOLD LAGER and Design  | 86-739,798 | 8/27/2015 | 5,014,846 | 8/2/2016 | Registered | Cold Spring Brewing Company |
| CATALINA | 77-346,211 | 12/6/2007 | 3,986,051 | 6/28/2011 | § 8 Due June 2017 | Cold Spring Brewing Company |
| NORTHERN | 85-560,826 | 3/5/2012 | 4,225,271 | 10/16/2012 | § 8 Due October 2018 | Cold Spring Brewing Company |
| 3RD STREET | 85-394,326 | 8/10/2011 | 4,576,251 | 7/29/2014 | Registered | Cold Spring Brewing Company |
| THIRD STREET | 85-140,828 | 9/29/2010 | 4,154,819 | 6/5/2012 | § 8 Due | Cold Spring |

| Trademark | Application Number | Application Date | Registration Number | Registration Date | Status | Record Owner |
|-----------|--------------------|------------------|---------------------|-------------------|------------|-----------------------------|
| | | | | | June 2018 | Brewing Company |
| JACK'D UP | 86-186,670 | 2/6/2014 | 4,601,032 | 9/9/2014 | Registered | Cold Spring Brewing Company |

TRADEMARK APPLICATIONS

None

IP LICENSES

None