

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eastside Distilling Inc.		01/15/2020	Corporation: NEVADA
Big Bottom Distilling, LLC		01/15/2020	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Oak Banking Company		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	banking corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88324923	RE:FORM	
<b>Serial Number:</b>	88317301	OUTLANDISH	
<b>Serial Number:</b>	88175079	FIRST CBD	
<b>Serial Number:</b>	88301394	TURNBOW FRUITED BOURBON	
<b>Registration Number:</b>	5766105	PORTLAND MULE	
<b>Registration Number:</b>	5587983	BURNSIDE GOOSE HOLLOW RSV BOURBON	
<b>Registration Number:</b>	5557401	HUE-HUE COFFEE RUM	
<b>Registration Number:</b>	5505181	BURNSIDE OREGON OAKED RYE	
<b>Registration Number:</b>	5494312	BURNSIDE OREGON OAKED BOURBON	
<b>Registration Number:</b>	5288694	E	
<b>Registration Number:</b>	4790620	BURNSIDE BOURBON	
<b>Registration Number:</b>	4789890	BARREL HITCH	
<b>Serial Number:</b>	86485535	EASTSIDE DISTILLING	
<b>Registration Number:</b>	5412827	BIG BOTTOM	
<b>Registration Number:</b>	4016042	BIG BOTTOM WHISKEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$390.00 88324923

TRADEMARK

**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:** 3172371029  
**Email:** Abe.Shanehsaz@FaegreBD.com  
**Correspondent Name:** Abe Jentry Shanehsaz  
**Address Line 1:** 300 N. Meridian Street, Suite 2500  
**Address Line 4:** Indianapolis, INDIANA 46204

<b>ATTORNEY DOCKET NUMBER:</b>	515006.11
<b>NAME OF SUBMITTER:</b>	Abe Jentry Shanehsaz
<b>SIGNATURE:</b>	/Abe J. Shanehsaz/
<b>DATE SIGNED:</b>	01/17/2020

**Total Attachments: 4**

source=Trademark Security Agreement (Live Oak\_Eastside Distilling)#page1.tif  
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source=Trademark Security Agreement (Live Oak\_Eastside Distilling)#page4.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of January 15, 2020, by EASTSIDE DISTILLING INC., a Nevada corporation, and BIG BOTTOM DISTILLING, LLC, an Oregon limited liability company (collectively, "Debtors", and each individually, a "Debtor"), in favor of LIVE OAK BANKING COMPANY, a North Carolina banking corporation ("Bank").

### WITNESSETH:

WHEREAS, Debtors are (or will be with respect to after acquired property) the legal and beneficial owners and the holders of the Trademark Collateral (as defined below);

WHEREAS, Debtors, REDNECK RIVIERA WHISKEY CO., LLC, a Tennessee limited liability company, MOTHERLODE LLC, an Oregon limited liability company, OUTLANDISH BEVERAGES LLC, an Oregon limited liability company, CRAFT CANNING + BOTTLING, LLC, an Oregon limited liability company (collectively, "Borrowers"), and Bank are parties to that certain Loan Agreement, dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") pursuant to which, among other things, Bank has agreed to make certain loans and other financial accommodations to Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that, among other things: (a) Debtors enter into a Security Agreement, dated as of even date herewith, in favor of Bank (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) Debtors execute this Agreement in order to confirm the grant of a security interest in favor of Bank to secure the Obligations (as defined in the Security Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations and for other good and valuable consideration, the receipt of which is hereby acknowledged, Debtors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST. Debtors hereby affirm the grant to Bank, pursuant to the terms of the Security Agreement of a continuing security interest in all of Debtors' rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all Trademarks owned by Debtors, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtors against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Debtors (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Debtors agree to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof. For the avoidance of doubt, the Trademark Collateral does not include the Amended and Restated License Agreement, dated May 31, 2018, by and between Rich Marks, LLC, Redneck Riviera Whiskey Co., LLC, John D. Rich TISA Trust U/A/D March 27, 2018, Dwight P. Wiles, Trustee, and Eastside Distilling, Inc., as amended, modified, restated or supplemented from time to time (the “**Specified License Agreement**”), or any rights of any Grantor in, under, attributable to, or in respect of the Specified License Agreement.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Debtors hereby acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

*Signature Page to Trademark Security Agreement*

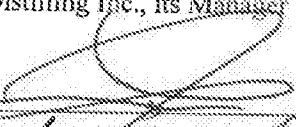
IN WITNESS WHEREOF, Debtors have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**EASTSIDE DISTILLING INC**

By:   
Name: Lawrence F. Eastman  
Title: CEO

**BIG BOTTOM DISTILLING LLC**

By: Eastside Distilling Inc., its Manager

By:   
Name: Lawrence F. Eastman  
Title: CEO

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Registration/Application Date</u>	<u>Registration/Serial Number</u>
RE:FORM	March 4, 2019	88324923
OUTLANDISH	February 26, 2019	88317301
FIRST CBD	October 30, 2018	88175079
TURNBOW FRUITED BOURBON	February 14, 2019	88301394
PORTLAND MULE	May 28, 2019	5766105
BURNSIDE GOOSE HOLLOW RSV BOURBON	October 16, 2018	5587983
HUE-HUE COFFEE RUM	September 4, 2018	5557401
BURNSIDE OREGON OAKED RYE	June 26, 2018	5505181
BURNSIDE OREGON OAKED BOURBON	June 12, 2018	5494312
"E" DESIGN WITH LIGHTNING BOLT	September 19, 2017	5288694
BURNSIDE BOURBON	August 11, 2015	4790620
BARREL HITCH	August 11, 2015	4789890
EASTSIDE DISTILLING	December 18, 2014	86485535
BIG BOTTOM	February 27, 2018	5412827
BIG BOTTOM WHISKEY	August 23, 2011	4016042