

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Austin Eastciders Holdings, Inc.		02/10/2020	Corporation: DELAWARE
Austin Eastciders, LLC		02/10/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Pacific Mercantile Bank
Street Address:	949 South Coast Drive, 3rd Floor
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5300415	CIDER Y'ALL
Registration Number:	5243143	CONFIGURATION OF CAN IN COLORS CREAM, GO
Registration Number:	5243142	CONFIGURATION OF BOX IN COLORS CREAM, GO
Registration Number:	5239176	HOW DO YOU LIKE THEM APPLES?
Registration Number:	5135600	DRINK CIDER!
Registration Number:	5103322	AUSTIN EASTCIDERS
Registration Number:	4595511	HOW DO YA LIKE THEM APPLES?
Registration Number:	5021508	AUSTIN EASTCIDERS
Registration Number:	4256356	GOLD TOP
Registration Number:	4171458	EASTCIDERS
Serial Number:	87902355	MAKER'S STASH
Registration Number:	5888914	COLLABORATORY

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202.370.4750

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1185263

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 02/10/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **February 10, 2020** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **AUSTIN EASTCIDERS HOLDINGS, INC.**, a Delaware corporation and **AUSTIN EASTCIDERS, LLC**, a Texas limited liability company (collectively, the "Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) promptly providing Secured Party written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this

Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

4007 Commercial Center Drive
Austin, Texas 78744

Grantor:

AUSTIN EASTCIDERS HOLDINGS, INC.

By: Bryce M. McKee
Name: Bryce McKee
Title: President & CEO

Address of Grantor:

4007 Commercial Center Drive
Austin, Texas 78744

Grantor:

AUSTIN EASTCIDERS, LLC

By: Bryce M. McKee
Name: Bryce McKee
Title: President & CEO

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

PACIFIC MERCANTILE BANK

By: [Signature]
Name: George Burnett
Title: ABC Portfolio Mgr

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 006860 FRAME: 0954

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
CIDER Y'ALL	Reg. No. 5300415	October 3, 2017
Configuration of Can in Colors Cream, Gold and Blue	Reg. No 5243143	July 11, 2017
		
Configuration of Box in Colors Cream, Gold and Blue	Reg. No. 5243142	July 11, 2017
		
HOW DO YOU LIKE THEM APPLES?	Reg. No. 5239176	July 11, 2017
<i>Drink Cider!</i>	Reg. No. 5135600	February 7, 2017
	Reg. No. 5103322	December 20, 2016

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
HOW DO YA LIKE THEM APPLES?	Reg. No. 4595511	September 2, 2014
AUSTIN EASTCIDERS	Reg. No. 5021508	August 16, 2016
GOLD TOP	Reg. No. 4256356	December 11, 2012
EASTCIDERS	Reg. No. 4171458	July 10, 2012
MAKER'S STASH	Ser. No. 87/902355	May 1, 2018
COLLABORATORY	Reg. No. 5888914	October 22, 2019

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		