

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Small Town Brewery, LLC		03/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5950672	NOT YOUR FATHER'S	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	229286		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	03/12/2020		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of March 11, 2020 is made by Small Town Brewery, LLC, a Delaware limited liability company, (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of November 13, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "First Lien Credit Agreement"), among Blue Ribbon Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Blue Ribbon, LLC (the "Borrower"), the Lenders party thereto and the Agent, as administrative and collateral agent.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor, Pabst Brewing Company, LLC ("Pabst"), Holdings, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of November 13, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Security Agreement");

WHEREAS, pursuant to the First Lien Security Agreement, the Grantor and Pabst have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuer to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a security interest in all the Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, the item listed on Schedule A hereto), including the

goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First Lien Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the First Lien Credit Agreement and the First Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

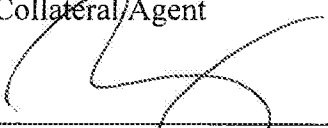
SMALL TOWN BREWERY, LLC,
as a Grantor

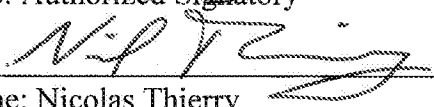
By: 
Name: Rob Urband
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006890 FRAME: 0184

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 
Name: Nupur Kumar
Title: Authorized Signatory

By: 
Name: Nicolas Thierry
Title: Authorized Signatory

SCHEDULE AU.S. Trademark Registrations and Applications

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Small Town Brewery, LLC	NOT YOUR FATHER'S	87665499 10/30/2017	5950672 12/31/2019