

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594347

<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>
NORTHERN BREWER, LLC		08/26/2020	Limited Liability Company: DELAWARE
MIDWEST SUPPLIES, LLC		08/26/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDFIRST BUSINESS CREDIT, INC.		
<b>Street Address:</b>	3460 Preston Ridge Road		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30005		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87925701	NORTHERN BREWER	
<b>Serial Number:</b>	87178565	INVINITY WINE ON TAP	
<b>Registration Number:</b>	4660631	BIG MOUTH BUBBLER	
<b>Registration Number:</b>	5077986	BREWERY IN A BOX	
<b>Registration Number:</b>	5077987	BREW SHARE ENJOY	
<b>Registration Number:</b>	5402699	BRU SUCCESS	
<b>Registration Number:</b>	4469627	BUBBLER	
<b>Registration Number:</b>	4934233	CANNONBALL	
<b>Registration Number:</b>	4650199	CAPTAIN CRUSH	
<b>Registration Number:</b>	4874500	CENTER OF GRAVITY	
<b>Registration Number:</b>	5178207	COLD CRANK	
<b>Registration Number:</b>	5119485	COLD CRASH	
<b>Registration Number:</b>	5068358	COPPERHEAD	
<b>Registration Number:</b>	5068713	CO2PO	
<b>Registration Number:</b>	4686121	CREAMERY IN A BOX	
<b>Registration Number:</b>	4939934	CROOKED APPLE	

CH \$1440.00 87925701

Property Type	Number	Word Mark
Registration Number:	4439749	DARK STAR
Registration Number:	4802741	DEAD RINGER
Registration Number:	5408432	DEPTH CHARGE
Registration Number:	4919667	DRAFT BREWER
Registration Number:	5068756	EDELMETALL BRÜ
Registration Number:	5298124	EVERBRU KOMBUCHA
Registration Number:	5408433	EXCALIBUR INFUSER
Registration Number:	5119483	EZ CLEAN
Registration Number:	4974903	FAST PITCH
Registration Number:	5109428	FERMAGRAF°
Registration Number:	5005198	FERMENTER'S FAVORITES
Registration Number:	5201578	FERMOTEMP
Registration Number:	5201690	FOAMLESS FINISH
Registration Number:	4789238	FRESH HARVEST
Registration Number:	5576981	GIGAWORT
Registration Number:	4499844	GOVERNOR
Registration Number:	5201629	HERCULOMETER
Registration Number:	5576972	HULLWRECKER
Registration Number:	4974904	IMPERIAL SPARGE
Registration Number:	4982584	ISOFLOW
Registration Number:	4942987	LAST STRAW
Registration Number:	4882903	MAELSTROM
Registration Number:	4704796	MAILLARD MALTS
Registration Number:	4527330	MASTER VINTNER
Registration Number:	5175353	MASTER VINTNER
Registration Number:	5420127	MICRO BRU
Registration Number:	4531612	NORTHERN BREWER
Registration Number:	5068712	RACK MAGIC
Registration Number:	4777140	ROYAL
Registration Number:	5201630	SENTINEL
Registration Number:	4899388	SILVER SERPENT
Registration Number:	5119484	SNAP TAP
Registration Number:	5371896	SOMMELIER SELECT
Registration Number:	5102296	STEELHEAD 2.0
Registration Number:	4514778	TALL BOY
Registration Number:	4849478	THERMOSTAR
Registration Number:	5296913	TITAN
Registration Number:	5440919	TROPICAL BLISS

Property Type	Number	Word Mark
Registration Number:	5402698	WEEKDAY WINE
Registration Number:	4939932	WHEY STATION
Registration Number:	5325941	WINEMAKER'S RESERVE

**CORRESPONDENCE DATA**

**Fax Number:** 4045228409

*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:** 4044205527

**Email:** rjk@phrd.com

**Correspondent Name:** Rhonda J. Kenyeri, Paralegal

**Address Line 1:** 303 Peachtree Street, Suite 3600

**Address Line 4:** Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Harrison J. Roberts
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<b>SIGNATURE:</b>	/hjr/
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<b>DATE SIGNED:</b>	08/26/2020
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**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made this 26th day of August, 2020, among **NORTHERN BREWER, LLC**, a Delaware limited liability company ("Northern"), and **MIDWEST SUPPLIES, LLC**, a Delaware limited liability company ("Midwest") and, collectively with Northern and each subsidiary or affiliate of Northern or Midwest that hereafter joins the Loan Agreement as a borrower, the "Grantors" and, each individually, a "Grantor", and **MIDFIRST BUSINESS CREDIT, INC.**, a Georgia corporation (together with its successors and assigns, "Lender").

### Recitals:

Grantors desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender.

Under the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Lender as follows:

**1. Defined Terms.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

**2. Grant of Security.** Each Grantor hereby grants to Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (but expressly excluding intent-to-use trademarks to the extent solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantors under this Agreement secures the performance of all Obligations of each Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, the payment of all amounts that constitute part of the Obligations and that would be owed by any Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.


8. **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE, LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

*[Remainder of page intentionally left blank; signatures appear on the following pages.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.


GRANTORS:

**NORTHERN BREWER, LLC**

By:   
Name: **Justin Winkelman**  
Title: President

[SEAL]

**MIDWEST SUPPLIES, LLC**

By:   
Name: **Justin Winkelman**  
Title: President

[SEAL]

Address for Notices:

Northern Brewer, LLC  
2221 Highway 36 West  
Roseville Minnesota 55113  
Attention: Justin Winkelman

*[Signatures continue on the following page]*

LENDER:

**MIDFIRST BUSINESS CREDIT, INC.**

By: 

Name: Erie Hayes

Title: Vice President

Address for Notices:

MidFirst Business Credit, Inc.

3460 Preston Ridge Road, Suite 550

Alpharetta, Georgia 30005

Attn: Northern Brewer Loan Administration

**EXHIBIT A**

United States Trademarks

<b>Product</b>	<b>Jurisdiction</b>	<b>Serial #</b>	<b>Registration #</b>	<b>Owner</b>	<b>Status</b>
Northern Brewer (logo design)	USPTO	87925701		Northern Brewer LLC	Applied
Infinity Wise On Tap™	USPTO	87178565		Northern Brewer LLC	Application Proceeding
Big Mouth Bubbler®	USPTO	86058829	4660631	Northern Brewer LLC	Registered
Brewery in a Box®	USPTO	86973937	5077986	Northern Brewer LLC	Registered
Brew Share Enjoy®	USPTO	86973977	5077987	Northern Brewer LLC	Registered
Bru Success®	USPTO	87216582	5402699	Northern Brewer LLC	Registered
Bubbler®	USPTO	85933065	4469627	Northern Brewer LLC	Registered
Casemball®	USPTO	86690763	4934233	Northern Brewer LLC	Registered
Captain Crush®	USPTO	86067718	4650199	Northern Brewer LLC	Registered
Center of Gravity®	USPTO	86076919	4874500	Northern Brewer LLC	Registered
Cold Crank®	USPTO	87041584	5178207	Northern Brewer LLC	Registered
Cold Crush®	USPTO	87083391	5119485	Northern Brewer LLC	Registered
Copperhead®	USPTO	86948887	5068358	Northern Brewer LLC	Registered
CO2PO®	USPTO	86973202	5068713	Northern Brewer LLC	Registered
Cremery in a Box®	USPTO	86290313	4686721	Northern Brewer LLC	Registered
Crooked Apple®	USPTO	86690777	4939934	Northern Brewer LLC	Registered



Dark Star®	USPTO	83899937	4439749	Northern Brewer LLC	Registered
Dead Ringer®	USPTO	86471479	4802741	Northern Brewer LLC	Registered
Depth Charge	USPTO	87178332	5408432	Northern Brewer LLC	Registered
Draft Brewer®	USPTO	86260300	4919667	Northern Brewer LLC	Registered
Edelmetall Bott®	USPTO	87008982	5068756	Northern Brewer LLC	Registered
EverBru Kombucha®	USPTO	87216563	5298134	Northern Brewer LLC	Registered
Excalibur Infuser®	USPTO	87178678	5408433	Northern Brewer LLC	Registered
EZ Clean®	USPTO	87083067	5119483	Northern Brewer LLC	Registered
Fast Pitch®	USPTO	86690023	4974903	Northern Brewer LLC	Registered
FermagraF®	USPTO	87041621	5109428	Northern Brewer LLC	Registered
Fermenter's Favorites®	USPTO	85936469	5005198	Northern Brewer LLC	Registered
FermoTemp®	USPTO	87041602	5201578	Northern Brewer LLC	Registered
Foamless Finish®	USPTO	87083508	5201690	Northern Brewer LLC	Registered
Fresh Harvest®	USPTO	86468009	4789238	Northern Brewer LLC	Registered
Gigawatt®	USPTO	87547472	5576981	Northern Brewer LLC	Registered
Governor®	USPTO	86110544	4499844	Northern Brewer LLC	Registered
Hermulometer®	USPTO	87059251	5201629	Northern Brewer LLC	Registered
Hullwecker®	USPTO	87545488	5576972	Northern Brewer LLC	Registered

Imperial Sparge®	USPTO	86699067	4974094	Northern Brewer LLC	Registered
IsoFlow®	USPTO	86774119	4982584	Northern Brewer LLC	Registered
Last Straw®	USPTO	86690747	4942987	Northern Brewer LLC	Registered
Maelstrom®	USPTO	86467801	4882903	Northern Brewer LLC	Registered
Maillard Malt®	USPTO	86110708	4704796	Northern Brewer LLC	Registered
Master Vintner®	USPTO	86150652	4527339	Northern Brewer LLC	Registered
Master Vintner®	USPTO	87113286	5175353	Northern Brewer LLC	Registered
Micro Bru®	USPTO	87388201	5420127	Northern Brewer LLC	Registered
Northern Brewer®	USPTO	85691425	4531612	Northern Brewer LLC	Registered
Rack Magic®	USPTO	86973190	5068712	Northern Brewer LLC	Registered
Royal®	USPTO	86467968	4777140	Northern Brewer LLC	Registered
Sentinel®	USPTO	87059343	5201630	Northern Brewer LLC	Registered
Silver Serpent®	USPTO	86467814	4899388	Northern Brewer LLC	Registered
Snap Tap®	USPTO	87983091	5119484	Northern Brewer LLC	Registered
Sommelier Select®	USPTO	87216490	5371896	Northern Brewer LLC	Registered
Steelhead 2.0®	USPTO	87083043	5102296	Northern Brewer LLC	Registered
Tall Boy®	USPTO	86107140	4514778	Northern Brewer LLC	Registered
ThermoStar®	USPTO	86467853	4849478	Northern Brewer LLC	Registered

Titan®	USPTO	86690753	5296913	Northern Brewer LLC	Registered
Tropical Bliss®	USPTO	86973148	5440919	Northern Brewer LLC	Registered
Weekday Wine®	USPTO	87216467	5402698	Northern Brewer LLC	Registered
Whey Station®	USPTO	86690758	4939932	Northern Brewer LLC	Registered
Winemaker's Reserve®	USPTO	86973014	5325941	Northern Brewer LLC	Registered