

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abita Brewing Co., L.L.C.		02/01/2021	Limited Liability Company: LOUISIANA
Enjoy Beer Holding Corp.		02/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	200 Park Ave., 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	6155142	SPRING LOADED	
Registration Number:	5934033	HOP 99	
Registration Number:	5892587	STRATOSBEER	
Registration Number:	5892586	CIRRUSLY	
Registration Number:	5639370	UNVEILED	
Registration Number:	5650441	OFFICE PARTY	
Registration Number:	5460248	HOP-ON	
Registration Number:	5439858	MAISON BLANC	
Registration Number:	5358381	THE BOOT	
Registration Number:	5111313	THE BOOT	
Registration Number:	5036957	ABITA BEER CULTURE ON TAP	
Registration Number:	4993862	BROKEN LEVEE	
Registration Number:	4993861	30° 90°	
Registration Number:	4993860	30 90	
Registration Number:	4819846	ABITA	
Registration Number:	4749683	FORGED WITH HOPS	
Registration Number:	4736610	TWIN TURBO	
Registration Number:	4703852	PECAN	
TRADEMARK			

OP \$1140.00 6155142

Property Type	Number	Word Mark
Registration Number:	4705314	WROUGHT IRON
Registration Number:	4672823	BOURBON STREET
Registration Number:	4634031	STRAWGATOR
Registration Number:	4634030	LEGENDARY GATOR
Registration Number:	4610954	SEERSUCKER
Registration Number:	4607246	IMPERATOR
Registration Number:	4607245	TRIPLE HAZE
Registration Number:	3971849	SAVE OUR SHORE
Registration Number:	3971848	SOS
Registration Number:	2757582	TURBODOG
Registration Number:	3986282	PURPLE HAZE
Registration Number:	3986281	PURPLE HAZE
Registration Number:	4012903	ABITA BEER
Registration Number:	4012902	ABITA BEER
Registration Number:	4019923	ABITA
Registration Number:	4012901	ABITA
Registration Number:	3458862	JOCKAMO IPA
Registration Number:	3463225	RESTORATION ALE
Registration Number:	3454607	LOUISIANA TRUE
Registration Number:	3481795	ABITA
Registration Number:	3310101	PECAN
Registration Number:	2282464	PURPLE HAZE
Registration Number:	2178241	ABITA
Registration Number:	2213433	ANDYGATOR
Registration Number:	1927815	ABITA BEER
Registration Number:	5004304	ENJOY BEER PARTNERS IN BREWING
Registration Number:	4979232	ENJOY BEER PARTNERS IN BREWING

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6483.099

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	02/02/2021
Total Attachments: 7 source=Abita - Subordinated Second Lien Trademark Security Agreement#page1.tif source=Abita - Subordinated Second Lien Trademark Security Agreement#page2.tif source=Abita - Subordinated Second Lien Trademark Security Agreement#page3.tif source=Abita - Subordinated Second Lien Trademark Security Agreement#page4.tif source=Abita - Subordinated Second Lien Trademark Security Agreement#page5.tif source=Abita - Subordinated Second Lien Trademark Security Agreement#page6.tif source=Abita - Subordinated Second Lien Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 1, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Second Lien Credit Agreement, dated as of even date herewith, by and among Enjoy Beer Holding Corp., a Delaware corporation, as Borrower ("Borrower"), the other Loan Parties party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain financial accommodations to Borrower;

WHEREAS, pursuant to that certain Security Agreement, dated as of even date herewith, by and among the Grantors, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as any Grantor begins to use such trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks or any other related Collateral, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Administrative Agent with respect to any new Trademarks or the renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement at any time and from time to time by amending Schedule A to include any other or additional Trademarks of each Grantor, in each case, with notice to such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral (as defined in the Credit Agreement), whether or not listed on Schedule A.

5. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

7. **CONFLICTS.** If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.


8. **LEGEND.** The liens and security interests evidenced hereby are subordinate to the liens and security interests heretofore, now or hereafter granted by each Grantor to secure the "Obligations" under that certain Credit Agreement dated as of April 30, 2015, as amended or otherwise modified from time to time, among Grantors, the other loan parties party thereto, Golub Capital LLC, as agent thereunder and the lenders party thereto (the "Senior Credit Agreement") and by its acceptance hereof, Administrative Agent acknowledges and confirms the same. No Grantor shall be required to take any action or refrain from taking any action hereunder to the extent that such action or inaction conflicts with any action or inaction required to be taken by such Grantor for the benefit of or at the

direction of Golub Capital LLC as agent under the Senior Credit Agreement or any "Loan Document" (as defined in the Senior Credit Agreement).


[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABITA BREWING CO., L.L.C., as a Grantor

By: 
Name: David Blossman
Title: President

ENJOY BEER HOLDING CORP, as a Grantor

By: 
Name: David Blossman
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

Schedule A

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SPRING LOADED	88679651	Registered	6155142	9/15/20	Abita Brewing Co., L.L.C.
HOP 99	88332313	Registered	5934033	12/10/19	Abita Brewing Co., L.L.C.
STRATOSBEER	88063549	Registered	5892587	10/22/19	Abita Brewing Co., L.L.C.
CIRRUSLY	88063506	Registered	5892586	10/22/19	Abita Brewing Co., L.L.C.
UNVEILED	87671771	Registered	5639370	12/25/18	Abita Brewing Co., L.L.C.
OFFICE PARTY	87574370	Registered	5650441	1/8/19	Abita Brewing Co., L.L.C.
HOP-ON	87348998	Registered	5460248	5/1/18	Abita Brewing Co., L.L.C.
MAISON BLANC	87538170	Registered	5439858	4/3/18	Abita Brewing Co., L.L.C.
THE BOOT	87325163	Registered	5358381	12/19/17	Abita Brewing Co., L.L.C.
THE BOOT	86941360	Registered	5111313	12/27/16	Abita Brewing Co., L.L.C.
ABITA BEER CULTURE ON TAP	86258401	Registered	5036957	9/6/16	Abita Brewing Co., L.L.C.
BROKEN LEVEE	86270092	Registered	4993862	7/5/16	Abita Brewing Co., L.L.C.
30 90	86270005	Registered	4993861	7/5/16	Abita Brewing Co., L.L.C.
30 90	86269975	Registered	4993860	7/5/16	Abita Brewing Co., L.L.C.
ABITA	86490505	Registered	4819846	9/22/15	Abita Brewing Co., L.L.C.
FORGED WITH HOPS	86360635	Registered	4749683	6/2/15	Abita Brewing Co., L.L.C.
TWIN TURBO	86270143	Registered	4736610	5/12/15	Abita Brewing Co., L.L.C.
PECAN	86385327	Registered	4703852	3/17/15	Abita Brewing Co., L.L.C.
WROUGHT IRON	86270037	Registered	4705314	3/17/15	Abita Brewing Co., L.L.C.
BOURBON STREET	86107971	Registered	4672823	1/13/15	Abita Brewing Co., L.L.C.
STRAWGATOR	86114290	Registered	4634031	11/4/14	Abita Brewing Co., L.L.C.
LEGENDARY GATOR	86114274	Registered	4634030	11/4/14	Abita Brewing Co., L.L.C.
SEERSUCKER	86005691	Registered	4610954	9/23/14	Abita Brewing Co., L.L.C.
IMPERATOR	86114225	Registered	4607246	9/16/14	Abita Brewing Co., L.L.C.
TRIPLE HAZE	86114196	Registered	4607245	9/16/14	Abita Brewing Co., L.L.C.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SAVE OUR SHORE	85045456	Registered	3971849	5/31/11	Abita Brewing Co., L.L.C.
SOS	85045448	Registered	3971848	5/31/11	Abita Brewing Co., L.L.C.
TURBODOG	78115632	Registered	2757582	8/26/03	Abita Brewing Co., L.L.C.
PURPLE HAZE	77752657	Registered	3986282	6/28/11	Abita Brewing Co., L.L.C.
PURPLE HAZE	77752645	Registered	3986281	6/28/11	Abita Brewing Co., L.L.C.
ABITA BEER	77752609	Registered	4012903	8/16/11	Abita Brewing Co., L.L.C.
ABITA BEER	77752571	Registered	4012902	8/16/11	Abita Brewing Co., L.L.C.
ABITA	77752357	Registered	4019923	8/30/11	Abita Brewing Co., L.L.C.
ABITA	77752016	Registered	4012901	8/16/11	Abita Brewing Co., L.L.C.
JOCKAMO IPA	77102983	Registered	3458862	7/1/08	Abita Brewing Co., L.L.C.
RESTORATION ALE	77093738	Registered	3463225	7/8/08	Abita Brewing Co., L.L.C.
LOUISIANA TRUE	77093810	Registered	3454607	6/24/08	Abita Brewing Co., L.L.C.
ABITA	77219396	Registered	3481795	8/5/08	Abita Brewing Co., L.L.C.
PECAN	77094291	Registered	3310101	10/9/07	Abita Brewing Co., L.L.C.
PURPLE HAZE	75295710	Registered	2282464	10/5/99	Abita Brewing Co., L.L.C.
ABITA	75295709	Registered	2178241	8/4/98	Abita Brewing Co., L.L.C.
ANDYGATOR	75284804	Registered	2213433	12/22/98	Abita Brewing Co., L.L.C.
ABITA BEER	74575324	Registered	1927815	10/17/95	Abita Brewing Co., L.L.C.
ENJOY BEER PARTNERS IN BREWING	86557802	Registered	5004304	7/19/16	Enjoy Beer Holding Corp.
ENJOY BEER PARTNERS IN BREWING	86557824	Registered	4979232	6/14/16	Enjoy Beer Holding Corp.