

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Four Twenty Corporation		02/19/2021	Corporation: DELAWARE
SW Brewing Company, LLC		02/19/2021	Limited Liability Company: DELAWARE
SweetWater Brewing Company, LLC		02/19/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 E. Monroe, 17W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90384423	RIFF	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128768000		
Email:	angelica.pogson@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Angelica M. Pogson		
SIGNATURE:	/amp/		
DATE SIGNED:	03/08/2021		
Total Attachments: 14			
source=[EXECUTED - REVISED] Golf - IP Security Agreement (Feb 2021)#page1.tif			

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source=[EXECUTED - REVISED] Golf - IP Security Agreement (Feb 2021)#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**IP Agreement**”) is entered into as of February 19, 2021, between Four Twenty Corporation, a Delaware corporation, SW Brewing Company, LLC, a Delaware limited liability company and SweetWater Brewing Company, LLC, a Georgia limited liability company each with its chief executive office address at 195 Ottley Drive, Atlanta, GA 30324 (each such entity, a “**Grantor**” and collectively, the “**Grantors**”), and Bank of Montreal as Administrative Agent for the Secured Parties (as defined below) (the “**Agent**”).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of December 8, 2020 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the “**Credit Agreement**”), made between, among others, the Agent, the Lenders and Four Twenty Corporation as borrower (the “**Borrower**”), the Lenders, the Swing Line Lender and the Issuing Bank have agreed to extend commitments to make advances to the Borrower;

WHEREAS, each Grantor acknowledges and agrees that it will benefit from the loan made by the Lenders to the Borrower pursuant to the terms of the Credit Agreement;

WHEREAS, Grantors’ execution and delivery of this IP Agreement was a condition to the effectiveness of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantors and the Agent hereby agree:

AGREEMENT

1. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby grants the Agent (on behalf of itself and the other Secured Parties) a security interest in all of such Grantor’s right, title and interest in its Intellectual Property (as defined below). Each Grantor hereby confirms that the attached exhibit of its copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibit A, is complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes the Agent to (a) unilaterally modify Exhibit A to this IP Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this IP Agreement upon such Grantor providing notice of such newly obtained Intellectual Property (which notice shall be provided within sixty (60) days of such Grantor obtaining new Intellectual Property), and (b) file a duplicate of this IP Agreement containing such amended Exhibit A reflecting such new Intellectual Property.

3. Unless otherwise defined herein, terms used herein will have the meaning given to them in the Credit Agreement. In this IP Agreement, the following words shall have the following meanings:

“**Copyrights**” means any and all United States copyrights and copyright registrations, including (a) the copyright registrations and recordings thereof and all applications in connection therewith listed on Exhibit A, (b) all restorations, reversions, extensions or renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof and (e) all of each Grantor’s rights corresponding thereto throughout the United States.

“**Intellectual Property**” means any and all United States Intellectual Property Licenses, Patents, Copyrights, Trademarks, the goodwill associated with such Trademarks, trade secrets and customer lists, and includes, for the avoidance of doubt, any and all intellectual property in each case, to the extent protectable by

applicable law, whether recorded or not and regardless of form or method of recording, including all works in which copyright subsists or may subsist (such as computer software), databases (whether or not protected by copyright), designs, documentation, manuals, specifications, industrial designs, trade secrets, confidential information, ideas, concepts, know-how, trademarks, service marks, trade names, domain names, discoveries, inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, improvements and modifications, integrated circuit topographies and mask works.

“**Intellectual Property Licenses**” means rights under or interests in any Patent, Trademark, Copyright or other Intellectual Property, including software license agreements with any other party where Grantor is or becomes the licensor under the license agreement.

“**Patents**” means United States patents and patent applications, including, (a) the patents and patent applications listed on Exhibit A, (b) all renewals, continuations, divisionals, continuations-in-part, reissues and re-examinations thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all of each Grantor’s rights corresponding thereto throughout the United States.

“**Secured Parties**” means each of the Agent, the Lenders, the Swing Line Lender, the Issuing Bank, any Lender in its capacity as a Bank Products provider and any Lender-Related Hedge Provider in its capacity as a provider of any Hedging Transaction, in each case with their successors, assigns and transferees from time to time.

“**Trademarks**” means any and all United States trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (b) all extensions, modifications and renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith and (f) all of each Grantor’s rights corresponding thereto throughout the United States.

4. In addition to the covenants and restrictions contained in the Loan Documents, as long as any of the Obligations remain outstanding, each Grantor shall:

(a) keep its Intellectual Property free of all security interests or other encumbrances, except the security interest created hereby;

(b) notify the Agent promptly in writing of any change in such Grantor’s address as specified on the signature page below;

(c) pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Intellectual Property, except the failure to pay maintenance fees, renewals or other similar fees based on such Grantor’s reasonable good faith determination that such Intellectual Property is no longer used or useful to the business of such Grantor;

(d) not, and shall not attempt to transfer, sell, convey, encumber, or otherwise dispose of any of the Intellectual Property or any interest therein and shall not create, assume, or permit to exist any new security interest, pledge, lien, charge, or other encumbrance in favor of any individual or entity (other than Agent) in, on, or to any of the Intellectual Property, or the proceeds thereof, except for (i) licenses of any Intellectual Property of a Grantor granted by such Grantor on arms’ length terms as part of such Grantor’s ordinary course business operations, (ii) the sale or disposition for fair market value of Intellectual Property of a Grantor not necessary for operations of such Grantor disposed of in the ordinary course of business, and (iii) the abandonment of Intellectual Property of

a Grantor in the ordinary course of business which, in the reasonable good faith determination of such Grantor, are no longer used or useful to the business of such Grantor; and

(f) not change its name in any manner which might make any financing or continuation statement filed hereunder seriously misleading within the meaning of Section 9-507 of the UCC (or any other then-applicable provision of the UCC), unless the Grantor shall have given the Agent at least thirty (30) days prior written notice thereof.

5. For purposes of this IP Agreement, a Default or Event of Default hereunder means any Event of Default as defined in the Credit Agreement.

6. Remedies Upon Default.

(a) Upon the occurrence and during the continuance of a Default, the Agent, in addition to other rights and remedies provided for in this IP Agreement or in the Loan Documents or otherwise available to the Agent, may sell the portion of the Intellectual Property necessary to realize proceeds sufficient to satisfy the entire balance of the Obligations and may exercise in respect of the Intellectual Property, all the rights and remedies of a secured party on default under the UCC (including the provisions of the New York UCC with respect to acceptance of collateral in satisfaction of the obligation), and the Agent may also, with notice to the Grantors as specified below, sell the Intellectual Property or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, but only upon commercially reasonable terms. Each Grantor agrees that at least twenty (20) business days' notice to it of the time and place of any public sale or any private sale shall constitute reasonable notification; provided, however, that the Agent shall provide, with the notice of the time, place and date of the private sale, the proposed terms of such private sale, and the Grantors shall have the absolute right, but not the obligation, to match such terms at or before the private sale, in which event the Grantors shall be entitled to purchase the Intellectual Property upon such terms. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Agent as part of the Intellectual Property and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property shall be held by the Agent (on behalf of itself and the other Secured Parties) as collateral for, and then applied by the Agent as follows:

(i) First, to the costs and expenses incurred in connection therewith or incidental thereto or to the care or safekeeping of any of the Intellectual Property or relating to the rights of the Agent hereunder, including reasonable attorneys' fees and legal expenses;

(ii) Second, to the satisfaction of the Obligations;

(iii) Third, to the payment of any other amounts required by applicable law; and

(iv) Fourth, to the relevant Grantor to the extent of any surplus proceeds.

7. Each Grantor represents and warrants to the Agent that:

(a) it is the legal and beneficial owner of all of its Intellectual Property, free and clear of all liens except for the security interest granted to the Agent pursuant to this IP Agreement and so long as the Obligations remain outstanding, such Grantor is and will be the sole legal and beneficial owner of such Intellectual Property, free and clear of all liens;

(b) upon completion of the necessary state and federal public filings notifying of the security interests in the Intellectual Property granted by the Grantor to the Agent, this IP Agreement shall create a valid first lien upon and perfected first-priority security interest in such Intellectual Property and the proceeds thereof;

(c) it has the power to execute and deliver this IP Agreement, to perform all of its obligations hereunder and to subject the Intellectual Property to the security interest created hereby; and

(d) no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for (i) such Grantor's granting of the security interest created hereby, (ii) the execution, delivery or performance of this IP Agreement by the Grantor or (iii) the exercise by the Agent of the rights provided for in this IP Agreement or the remedies in respect of the Intellectual Property pursuant to this IP Agreement.

8. This IP Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this IP Agreement by facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart of this IP Agreement. The words "execution," "signed," "signature," and words of like import in this IP Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9. This IP Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this IP Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

10. This IP Agreement is a Loan Document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this IP Agreement as of the first date written above.

Address of Grantor:
195 Ottley Drive NE
Atlanta, GA 30324
Attention: Patrick Bates, Chief Financial Officer
Email: pb@sweetwaterbrew.com

with a copy to:
DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, NY 10012
Attention Kira Mineroff
Email: kira.mineroff@us.dlapiper.com

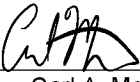
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Attention Kira Mineroff
Email: kira.mineroff@us.dlapiper.com

GRANTOR:
FOUR TWENTY CORPORATION

By: 
Name: Carl A. Merton
Title: Authorized Representative

GRANTOR:
SW BREWING COMPANY, LLC

By: 
Name: Carl A. Merton
Title: Authorized Representative

GRANTOR:
SWEETWATER BREWING COMPANY, LLC

By: _____
Name: Patrick Bates
Title: Chief Financial Officer

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New York, NY 10012
Attention Kira Mineroff
Email: kira.mineroff@us.dlapiper.com

GRANTOR:

FOUR TWENTY CORPORATION

By: _____
Name: Carl A. Merton
Title: Authorized Representative

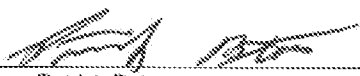
GRANTOR:

SW BREWING COMPANY, LLC

By: _____
Name: Carl A. Merton
Title: Authorized Representative

GRANTOR:

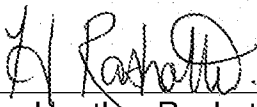
SWEETWATER BREWING COMPANY, LLC

By:  _____
Name: Patrick Bates
Title: Chief Financial Officer

Address of Agent:
Bank of Montreal, as Agent
Agency Bank Services Chicago
111 E. Monroe, 17W
Chicago, IL 60603
Attention: Agency Services Manager
Email: GFS.AgencyUS@bmo.com

AGENT:

BANK OF MONTREAL
as administrative agent for the Secured Parties

By: 
Name: Heather Rashotte
Title: Associate Director


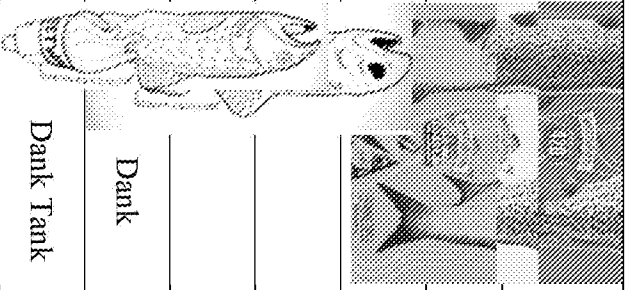
By: 
Name: Francois Wentzel
Title: Managing Director

EXHIBIT A
 COPYRIGHTS, PATENTS AND TRADEMARKS

U.S. Federal & State Trademark Registrations & Applications

<u>MCC File No.</u>	<u>Mark</u>	<u>Status</u>	<u>App. No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>
10229-007TMI	Fish Design	Registered	78377191	03/02/04	2930882	03/08/05	032
10229-012TMI		Registered	77513851	07/02/08	3570004	02/03/09	032
10229-814US1	Can Trade Dress Design	Registered	86541820	02/20/15	5619852	12/04/18	032
10229-819US1	420 & Design	Registered	86701378	07/22/15	4926516	03/29/16	032
10229-816US1	Traditional SweetWater Tie-dye design	Registered	86541825	02/20/15	5038846	09/13/16	032
10229-004TMI	420 Extra Pale Ale	Registered	85019788	04/21/10	4277911	01/22/13	032
10229-024TMI	420 Fest	Registered	85543491	02/15/12	4319732	04/16/13	041
10229-005TMI	420 India Pale Ale	Registered	75237566	02/06/97	2130521	01/20/98	035
10229-018TMI	Creper	Registered	85541321	02/13/12	4393188	08/27/13	032
10229-014TMI	Don't Float The Mainstream	Registered	77508761	06/26/08	3652428	07/07/09	032

10229-015TMI	Festive Ale	Registered	78674181	07/20/05	3698977	10/20/09	032
10229-826US1	Goin' Coastal	Registered	87403031	04/07/17	5476856	04/07/17	032
10229-827US1	Guide Beer	Registered	87403300	04/07/17	5633612	04/07/17	032
10229-810US1	Hash Hop	Registered	86454099	11/13/14	4891444	01/26/16	032
10229-009TMI	Hummer Ale	Registered	78673200	07/19/05	3326456	10/30/07	032
10229-010TMI	Road Trip	Registered	77113861	02/22/07	3373692	01/22/08	032
10229-006TMI	SweetWater	Registered	75142353	07/30/96	2259736	07/06/99	032
10229-008TMI	SweetWater	Registered	77090310	01/24/07	3282291	08/21/07	032
10229-011TMI	SweetWater Blue	Registered	77134144	03/19/07	3392654	03/04/08	032
10229-823US1	The Woodlands Project	Registered	87147986	08/23/16	5303026	10/03/17	032
10229-856US1	2econd Helping	Registered	88625048	09/20/19	6002684	03/03/20	032
10229-857US1	Second Helping	Published	88625189	09/20/19	6002686	03/03/20	032
10229-855US1	Save the Hooch	Published	88625214	09/20/19	6002687	03/03/20	021 025 036
10229-017TMI	420 Fest	Registered	GA S22336	09/12/05	GA S22336	09/12/05	008

10229-838US1	Hatchery	Abandoning	87932754	05/23/18	5779085	06/18/19	032
10229-825US1	Grass Monkey	Abandoning	87209021	10/19/16	5303232	10/03/17	032
10229-809US1	Triple Tail	Abandoning	86371165	08/19/14	5078430	11/08/16	032
10229-818US1	Hash Brown	Abandoning	86584334	04/01/15	4974570	06/07/16	032
10229-815US1	Take Two Pills & Tiedye Design	Abandoning	86541824	02/20/15	4971555	06/07/15	032
10229-805US1	Take Two	Abandoning	86219268	03/12/14	4769766	07/07/15	032
10229-846US1	SWEETWATER	Abandoning	88372734	04/05/19			032
10229-829US2		Pending	88144870	10/05/18			032
10229-830US1		Pending	88144877	10/05/18			032
10229-831US2		Pending	88144889	10/05/18			032
10229-846US2		Pending	88379946	04/10/19			032
10229-848US1		Pending	88371684	04/04/19			032
10229-836US1	Dank	Pending	87843988	03/21/18			032
10229-833US1	Dank Tank	Pending	87772674	01/26/18			032

10229-845US1	Mango Kush	Pending	88337728	03/13/19			032
78282-3010 (AGH)	SWEETWATER BROKEN COAST Headstash	Pending	90459099	01/11/21			032
78282-3020 (AGH)	SWEETWATER BROKEN COAST Headstash	Pending	90459091	01/11/21			033
78282-3030 (AGH)	SWEETWATER BROKEN COAST Headstash LAGER	Pending	90459146	01/11/21			032
78282-3040 (AGH)	SWEETWATER BROKEN COAST Headstash LAGER	Pending	90459135	01/11/21			033
78282-3090 (AGH)	RIFF	Pending	90384423	12/15/20			032
78282-3100 (AGH)	RIFF	Pending	90384426	12/15/20			033
78282-3110 (AGH)	RIFF (Design)	Pending	90383248	12/15/20			032
78282-3120 (AGH)	RIFF (Design)	Pending	90383302	12/15/20			033
78282-3130 (AGH)	RIFF (Design)	Pending	90383289	12/15/20			032
78282-3140 (AGH)	RIFF (Design)	Pending	90383308	12/15/20			033
78282-3150 (AGH)	RIFF (Design)	Pending	90383331	12/15/20			032

78282-3160 (AGH)	RIFF (Design)	Pending	90383316	12/15/20			033
78282-3170 (AGH)	RIFF (Design)	Pending	90383353	12/15/20			032
78282-3180 (AGH)	RIFF (Design)	Pending	90383341	12/15/20			033
78282-3190 (AGH)	SOLEI	Pending	90384420	12/15/20			032
78282-3200 (AGH)	SOLEI	Pending	90384416	12/15/20			033
78282-3210 (AGH)	Solei (Design - Gold)	Pending	90383368	12/15/20			032
78282-3220 (AGH)	Solei (Design - Gold)	Pending	90383374	12/15/20			033
78282-3230 (AGH)	Solei (Design - B/W)	Pending	90383374	12/15/20			032
78282-3240 (AGH)	Solei (Design - B/W)	Pending	90383400	12/15/20			033
78282-3250 (AGH)	BROKEN COAST	Pending	90384412	12/15/20			032
78282-3260 (AGH)	BROKEN COAST	Pending	90384406	12/15/20			033
78282-3270 (AGH)	SMALL BATCH HIGH GRADE BROKEN COAST CANNABIS LTD (Design)	Pending	90383388	12/15/20			032
78282-3280 (AGH)	SMALL BATCH HIGH GRADE BROKEN COAST CANNABIS LTD. (Design)	Pending	90383411	12/15/20			033

78282-3290 (AGH)	BROKEN COAST CANNABIS LTD.	Pending	90384398	12/15/20			032
78282-3300 (AGH)	BROKEN COAST CANNABIS LTD.	Pending	90384380	12/15/20			033
78282-3310 (AGH)	SWEETWATER RIFF	Pending	90479867	01/21/21			033
78282-3320 (AGH)	SWEETWATER SOLEI	Pending	90479948	01/21/21			033
78282-3340 (AGH)	SWEETWATER GOOD SUPPLY	Pending	90479984	01/21/21			032
78282-3350 (AGH)	SWEETWATER BROKEN COAST Pie in the Sky	Pending	90459070	01/11/21			032
78282-3360 (AGH)	SWEETWATER BROKEN COAST Pie in the Sky	Pending	90459040	01/11/21			033
78282-3370 (AGH)	SWEETWATER BROKEN COAST Pie in the Sky LAGER	Pending	90459105	01/11/21			032
78282-3380 (AGH)	SWEETWATER BROKEN COAST Pie in the Sky LAGER	Pending	90459026	01/01/21			033

U.S. Copyright Applications

<u>MCC File No.</u>	<u>Title</u>	<u>Status</u>	<u>App. No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
10229-028CPY	Brown Trout Fish Cans	Registered	15993917618	11/10/17	V Au 1-314-508	11/10/17

10229-030CPY	Tarpon Fish Cans	Registered	15993917782	11/10/17	V/Au 1-314-788	11/10/17
10229-029CPY	Rainbow Trout Fish Cans	Pending	15991401401	11/10/17		