

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630512

<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>
GORDON BIRSCH BREWING COMPANY		01/20/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 South Almaden Blvd.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5704364	OUTER ORBIT	
<b>Registration Number:</b>	5346030	WILDMULE	
<b>Registration Number:</b>	5312757	TILT	
<b>Registration Number:</b>	5150724		
<b>Registration Number:</b>	5150723	WILDCIDE	
<b>Registration Number:</b>	2461161	GORDON BIRSCH BREWING COMPANY	
<b>Registration Number:</b>	2175066	GB	
<b>Serial Number:</b>	74164350	GORDON BIRSCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		

OP \$215.00 5704364

<b>DATE SIGNED:</b>	03/08/2021
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 22, 2020 by and between **GORDON BIERSCH BREWING COMPANY**, a California corporation (“**Grantor**”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“**Bank**”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

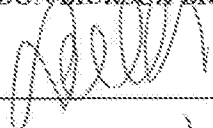
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

357 E. Taylor Street  
San Jose, CA 95112  
Attn: Dan Gordon, CEO

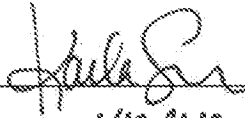
GORDON-BIERSON BREWING COMPANY

By:   
Print Name: Dan Gordon  
Title: CEO

Address of Bank:

150 South Almaden Blvd.  
San Jose, California 95113  
FAX: (408) 947-6910

HERITAGE BANK OF COMMERCE

By:   
Print Name: KARLA SCHRADER  
Title: VP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**




**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
OUTER ORBIT	87675724	5704364	March 19, 2019
BRICK & BARREL LIBATIONS	87262498		*
WILDMULE	87439312	5346030	November 28, 2017
TILT	87102279	5312757	October 17, 2017
	87109489	5150724	February 28, 2017
WILDCIDE	87109488	5150723	February 28, 2017
GB	86463595		*
GB	78226708	2900750	*
GB GORDON BIRSCH	75849924	2461162	*
GORDON BIRSCH BREWING COMPANY	75849923	2461161	June 19, 2001
HEFEWEIZEN CLASSIC SUMMER BEER	75849922		*
MAIBOCK EINBECKER SYYLE LAGER GORDON BIRSCH BREWING COMPANY	75849920		*
	75849596		*
WIESENHELLES	75849594		*
GORDON BIRSCH BEER LIKE IT OUGHT TO BE	75849549		*
GB	75849548		*
BEER LIKE IT OUGHT TO BE	75849547		*
GB	75323824	2175066	*
	75323733		*
GORDON BIRSCH	74164350		September 22, 1992

\* — indicates dead, abandoned or cancelled trademark