

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Win-It-Too Inc.		04/15/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Berkshire Bank		
Street Address:	One Van de Graaff Drive, Suite 202		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	85680967	MONK'S CAFE	
Serial Number:	85575114	SOUR POWER	
Serial Number:	85575182	ANTIGOON	
Serial Number:	85209085	LIVERPOOL	
Serial Number:	77565016	LIVING BEER	
Serial Number:	77510351	PINK KILLER	
Serial Number:	78858323	LA DIVINE	
Serial Number:	78858314	BORNEM	
Serial Number:	78743712	TROUBADOUR	
Serial Number:	75245819	BRUEGEL	
Serial Number:	78327354	KAPITTEL	
Serial Number:	75711169	CHERISH	
Serial Number:	76093244	CHERISH BELGIAN LAMBIC	
Serial Number:	74645380	GLOBAL BEER NETWORK	
Serial Number:	74645390	GLOBAL BEER NETWORK	
Serial Number:	74672045	PIRAAT	
CORRESPONDENCE DATA			
Fax Number:	6174220383		

OP \$415.00 85680967

TRADEMARK

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: 16174220200
Email: acs@bostonbusinesslaw.com
Correspondent Name: John L. Hackett Jr.
Address Line 1: 155 Federal Street, 9th Floor
Address Line 2: Hackett Feinberg P.C.
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	John L. Hackett Jr.
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SIGNATURE:	/John L. Hackett Jr./
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DATE SIGNED:	04/27/2021
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Total Attachments: 7

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RESTATED TRADEMARK SECURITY AGREEMENT

THIS RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made April 15, 2021 by WIN-IT-TOO INC., a Massachusetts corporation established by domestication in Massachusetts of Win-It-Too Inc., a Delaware corporation, successor by conversion to each of Win-It-Too Inc., a California corporation and Win-It-Too LLC, a California limited liability company, with an address of 30 Log Bridge Road, Building 300, Unit 301, Middleton, Massachusetts 01949 (the “Debtor”), to and with BERKSHIRE BANK, a Massachusetts bank, with an address of One Van de Graaff Drive, Suite 202, Burlington, Massachusetts 01803 (the “Secured Party”), pursuant to the Loan Agreement referred to below.

RECITALS

A. Debtor has executed and delivered to the Secured Party a certain Restated Loan Agreement dated April 15, 2021, as the same may be amended, renewed, restated or extended from time to time (the “Loan Agreement”). As security for its Obligations under the Loan Agreement, Debtor has also executed and delivered a certain Restated Security Agreement of even date herewith as the same may be amended, renewed, restated or extended from time to time (the “General Security Agreement”).

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. Security Interest. The Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the “Trademarks”), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the “Collateral”), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. The Debtor represents and warrants that: (i) Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor, (ii) As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable, (iii) As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted, (iv) the Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business), (v) the Debtor has the full power and authority to enter into this Agreement and perform its terms, and (vi) the Debtor has used proper

statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows: (i) the Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming the same or any interest therein, (ii) the Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor, (iii) the Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor, (iv) until all of the Obligations shall have been indefeasibly paid in full in cash and the termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Party's prior written consent, (v) the Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Party, (vi) if the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks, (viii) the Debtor will use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry, and (ix) the Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party, may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in Section 12 of the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. The Debtor hereby appoints the Secured Party, as the Debtor's attorney-in-fact (with full power of substitution and re-substitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

(a) No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of a similar default on a future occasion.

(b) All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.

(c) If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

(d) This Agreement is subject to modification only by a writing signed by the parties.

(e) The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

(f) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

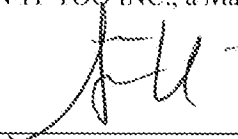
8. Amendment and Restatement. This Agreement has been given by Debtor to Secured Party to amend and restate the terms of a certain Trademark Security Agreement dated as of December 18, 2012 by Debtor to Secured Party (the "Original Agreement"). The Borrower does not intend for the amendment and restatement of the Original Agreement by this Agreement to constitute, nor shall it be deemed to constitute, a novation or extinguishment of the obligations of Borrower evidenced by the Original Agreement, but this Agreement evidences the same security interest granted by the Original Agreement with the same priority in interest as the Original Agreement. Debtor and Secured Party agree that from and after the date of this Agreement all such rights and obligations of the parties shall be evidenced by and governed by the terms of this Agreement.

[Remainder of Page Intentionally Left Blank]

The Debtor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

DEBTOR

WIN-IT-TOO INC., a Massachusetts corporation

By: 
Name: Steven Villani
Title: President

SECURED PARTY

BERKSHIRE BANK

By: _____
Name: James F. Carr
Title: Senior Vice President

The Debtor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

DEBTOR

WIN-IT-TOO INC., a Massachusetts corporation

By: _____

Name: Steven Villani

Title: President

SECURED PARTY

BERKSHIRE BANK

By: James F. Carr

Name: James F. Carr

Title: Senior Vice President

SCHEDULE A
TRADEMARKS

See Attached.

GLOBAL BEER NETWORK

TRADEMARKS-International Class 032: Ale; Ales; Beer; Beers; Lager; Lagers

Mark	Serial number
Monk's Café	85680967
Sour Power	85575114
Antigoon	85575182
Liverpool	85209085
Living Beer	77565016
Pink Killer	77510351
La Divine	78858323
Bornem	78858314
Troubadour	78743712
Bruegel	75245819
Kapittel	78327354
Cherish	75711169
Cherish Belgian Lambic	76093244
Global Beer Network	74645380
Global Beer Network and Design	74645390
Piraat	74672045