

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678186

<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>
Old Chicago Taproom II LLC		09/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synovus Bank		
<b>Street Address:</b>	3400 Overton Drive SE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	banking corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1190244	OLD CHICAGO	
<b>Registration Number:</b>	2085342	BUILDING A BETTER WORLD ONE SLICE AT A T	
<b>Registration Number:</b>	2066380	OLD CHICAGO	
<b>Registration Number:</b>	2013606	HALL OF FOAM	
<b>Registration Number:</b>	2111577	PIZZA PALZ	
<b>Registration Number:</b>	2107495	OLD CHICAGO	
<b>Registration Number:</b>	2931519	OLD CHICAGO WORLD BEER TOUR	
<b>Registration Number:</b>	3127760	OLD CHICAGO	
<b>Registration Number:</b>	3005859	WORLD BEER TOUR	
<b>Registration Number:</b>	3138833	OLD CHICAGO 110 BREWS PASTA & PIZZA	
<b>Registration Number:</b>	3227182	OLD CHICAGO	
<b>Registration Number:</b>	4311920	OLD CHICAGO PIZZA & TAPROOM CRAFTED SINC	
<b>Registration Number:</b>	4718351	OH MY SPAGHETTI PIE	
<b>Registration Number:</b>	4738806	BEAT THE LEADER	
<b>Registration Number:</b>	4821884	CHANGE > HUNGER	
<b>Registration Number:</b>	5002041	OC REWARDS	
<b>Registration Number:</b>	5090839	EXPLORER SERIES	
<b>Registration Number:</b>	5199063	TITAN TOOTHPICKS	
<b>Registration Number:</b>	5203934	CRAFT BEER AUTHORITY	
<b>TRADEMARK</b>			

CH \$540.00 1190244

Property Type	Number	Word Mark
Serial Number:	90307622	OLD CHICAGO PIZZA & TAPROOM
Serial Number:	90333721	TWISTED TENDERS

**CORRESPONDENCE DATA**

**Fax Number:** 7044441111

*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:** 7044441124

**Email:** elaine.hunt@alston.com

**Correspondent Name:** Michele M. Glessner

**Address Line 1:** Alston & Bird LLP

**Address Line 2:** 101 South Tryon Street, Suite 4000

**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt
<b>SIGNATURE:</b>	/Elaine B. Hunt/
<b>DATE SIGNED:</b>	09/30/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2021, is made by **OLD CHICAGO TAPROOM II LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **SYNOVUS BANK**, a Georgia banking corporation, as Agent for the Secured Parties.

### RECITALS

**WHEREAS**, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), by and among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Synovus, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations of each Borrower; and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement and the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to it of any right under any Trademark, including, without limitation, those referred to on Schedule 1;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the

rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

**OLD CHICAGO TAPROOM II LLC**, as Grantor

By:   
Name: Morgan McClure  
Title: President

Accepted and agreed as of the date first above written:




**SYNOVUS BANK**, as Agent



By:   
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Name: Zachary Braun

Title: Corporate Banker

### Schedule 1

Grantor	Trademark	Registration No./Serial No.	Filing Date	Registration Date
Old Chicago Taproom II LLC	OLD CHICAGO typed drawing	RN: 1,190,244 SN: 73/201,708	Jan. 29, 1979	Feb. 16, 1982
Old Chicago Taproom II LLC	BUILDING A BETTER WORLD ONE SLICE AT A TIME typed drawing	RN: 2,085,342 SN: 75/009,791	Oct. 20, 1995	Aug. 5, 1997
Old Chicago Taproom II LLC	OLD CHICAGO and Design 	RN: 2,066,380 SN: 75/009,223	Oct. 21, 1995	Jun. 3, 1997
Old Chicago Taproom II LLC	HALL OF FOAM typed drawing	RN: 2,013,606 SN: 75/009,239	Oct. 21, 1995	Nov. 5, 1996
Old Chicago Taproom II LLC	PIZZA PALZ typed drawing	RN: 2,111,577 SN: 75/009,224	Oct. 23, 1995	Nov. 11, 1997
Old Chicago Taproom II LLC	OLD CHICAGO typed drawing	RN: 2,107,495 SN: 75/234,315	Jan. 31, 1997	Oct. 21, 1997
Old Chicago Taproom II LLC	OLD CHICAGO WORLD BEER TOUR and Design 	RN: 2,931,519 SN: 78/081,976	Aug. 30, 2001	Mar. 8, 2005
Old Chicago Taproom II LLC	OLD CHICAGO	RN: 3,127,760 SN: 78/448,704	Jul. 9, 2004	Aug. 8, 2006
Old Chicago Taproom II LLC	WORLD BEER TOUR	RN: 3,005,859 SN: 78/463,325	Aug. 6, 2004	Oct. 11, 2005
Old Chicago Taproom II LLC	OLD CHICAGO 110 BREWS PASTA & PIZZA and Design 	RN: 3,138,833 SN: 78/718,504	Sep. 22, 2005	Sep. 5, 2006
Old Chicago Taproom II LLC	OLD CHICAGO	RN: 3,227,182 SN: 78/784,047	Jan. 3, 2006	Apr. 10, 2007

Old Chicago Taproom II LLC	OLD CHICAGO PIZZA & TAPROOM CRAFTED SINCE 1976 and Design 	RN: 4,311,920 SN: 85/581,017	Mar. 27, 2012	Apr. 2, 2013
Old Chicago Taproom II LLC	OH MY SPAGHETTI PIE	RN: 4,718,351 SN: 86/305,151	Jun. 10, 2014	Apr. 7, 2015
Old Chicago Taproom II LLC	BEAT THE LEADER	RN: 4,738,806 SN: 86/409,998	Sep. 30, 2014	May 19, 2015
Old Chicago Taproom II LLC	CHANGE > HUNGER	RN: 4,821,884 SN: 86/528,890	Feb. 9, 2015	Sep. 29, 2015
Old Chicago Taproom II LLC	OC REWARDS	RN: 5,002,041 SN: 86/796,885	Oct. 22, 2015	Jul. 19, 2016
Old Chicago Taproom II LLC	EXPLORER SERIES	RN: 5,090,839 SN: 87/009,097	Apr. 21, 2016	Nov. 29, 2016
Old Chicago Taproom II LLC	TITAN TOOTHPICKS	RN: 5,199,063 SN: 87/179,786	Sep. 22, 2016	May 9, 2017
Old Chicago Taproom II LLC	CRAFT BEER AUTHORITY	RN: 5,203,934 SN: 87/184,777	Sep. 27, 2016	May 16, 2017
Old Chicago Taproom II LLC	OLD CHICAGO PIZZA & TAPROOM and Design 	RN: n/a SN: 90/307,622	Nov. 9, 2020	n/a
Old Chicago Taproom II LLC	TWISTED TENDERS	RN: n/a SN: 90/333,721	Nov. 20, 2020	n/a
Old Chicago Taproom II LLC	TWISTED CHICKEN	RN: n/a SN: 90/345,888	Nov. 27, 2020	n/a
Old Chicago Taproom II LLC	INSANITY PIZZA	RN: n/a SN: 90/483,469	Jan. 22, 2021	n/a