

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694668

<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>
Bald Birds Brewing Company LLC		10/27/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Commonwealth Bank		
<b>Street Address:</b>	P.O. Box 400		
<b>City:</b>	Indiana		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15701		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5634298	BALD BIRDS BREWING CO	
<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>Email:</b>	jamie.gaglione@dinsmore.com		
<b>Correspondent Name:</b>	DINSMORE & SHOHL LLP		
<b>Address Line 1:</b>	255 E. FIFTH STREET, SUTE 1900		
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Jamie Gaglione		
<b>SIGNATURE:</b>	/Jamie Gaglione/		
<b>DATE SIGNED:</b>	12/14/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of Oct 27, 2021, is made by and among Bald Birds Brewing Company LLC, a Pennsylvania Limited Liability Company (the "Borrower") and the guarantor listed on the signature pages hereto (together with the Borrower, the "Grantors," and each, a "Grantor") in favor of First Commonwealth Bank (the "Lender"), a Pennsylvania Financial Institution.

WHEREAS, the Borrower has entered into a Loan Agreement dated as of November 3, 2021 (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of November 3, 2021, made by and among the Grantors and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications]

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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

Bald Birds Brewing Company LLC

By: [Signature]  
Name: Joseph Feerrar  
Title: Owner  
Address for Notices:

GUARANTOR:

Joseph Feerrar  
By: [Signature]  
Address for Notices:

AGREED TO AND ACCEPTED:

First Commonwealth Bank

By: [Signature]  
Name: Jamie Straub  
Title: SVP  
Address for Notices: PO Box 400  
Indiana, PA 15701

ACKNOWLEDGMENT

STATE OF Pennsylvania

COUNTY OF Lycoming

On the 27 day of October, 2021, before me personally appeared Joseph Feerrar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she] executed the same in his/her authorized capacity as the Guarantor of Bald Birds Brewing LLC, the Limited Liability Company described, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Bald Birds Brewing LLC for the uses and purposes mentioned in the instrument.

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)SS.  
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Commonwealth of Pennsylvania - Notary Seal  
Lindsey S. Embick, Notary Public  
Lycoming County  
My commission expires September 7, 2022  
Commission number 1339712  
Member, Pennsylvania Association of Notaries

[Signature]  
Notary Public  
Printed Name: Lindsey S. Embick

My Commission Expires: September 7, 2022

**SCHEDULE 1  
TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
BALD BIRDS BREWING CO	USA	5,634,298	12/18/2018	Bald Birds Brewing Company