

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703918

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900667705

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sprecher Brewing Company, LLC		08/31/2021	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	WIT Beverage Company
Street Address:	1822 Buenaventura Boulevard, Suite 101
City:	Redding
State/Country:	CALIFORNIA
Postal Code:	96001
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4824154	CARUSO'S
Registration Number:	4615859	WBC
Registration Number:	4223611	BLACK BEAR
Registration Number:	4805161	OAK CREEK BARREL AGED SODAS
Registration Number:	2533923	CLAIRE BAIE
Registration Number:	4596321	CLAIRE BAIE
Registration Number:	0129217	GREEN RIVER
Registration Number:	0669029	GREEN RIVER

CORRESPONDENCE DATA

Fax Number: 2627850162

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: 262-785-0160

Email: info@itspatentable.com

Correspondent Name: DONALD J. ERSLER

Address Line 1: 1165 Terrace Drive

Address Line 4: Elm Grove, WISCONSIN 53122

ATTORNEY DOCKET NUMBER: 4282

NAME OF SUBMITTER:	Donald J. Ersler
SIGNATURE:	/Donald J. Ersler/
DATE SIGNED:	01/21/2022
Total Attachments: 4 source=Security Agreement 4282-2#page1.tif source=Security Agreement 4282-2#page2.tif source=Security Agreement 4282-2#page3.tif source=Security Agreement 4282-2#page4.tif	

SECURITY AGREEMENT

THIS AGREEMENT, made and entered effective as of August 31, 2021, by and between **Sprecher Brewing Company, LLC**, (“Sprecher”) and **WIT Beverage Company** (“Secured Party”);

WITNESSETH:

WHEREAS, Sprecher and Secured Party entered into an Amended and Restated Asset Purchase Agreement dated August 27, 2021 (the “APA”); and

WHEREAS, in connection with the APA, Secured Party has conveyed to Sprecher all of Secured Party’s rights, title, and interest in and to the personal property (the “Collateral”) described on Exhibit A to this agreement; and

WHEREAS, Secured Party and Sprecher have agreed that Secured Party will be granted a security interest in and to the Collateral to secure Sprecher’s outstanding obligations to Secured Party pursuant to Section 2.05(a)(iii) and Section 2.05(b) of the APA up to the Minimum Payment as set forth in Section 2.05(c) of the APA, (the “Obligations”); and

WHEREAS, Secured Party’s interest in and to the Collateral will be junior and subordinate to the banking debt(s) and equity interest(s) of Sprecher and its Affiliates as set forth in Section 2.05(c) of the APA and a Subordination Agreement.

NOW, THEREFORE, for value received, Sprecher agrees as follows:

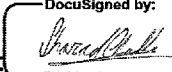
1. Sprecher hereby grants to Secured Party a security interest in the Collateral together with any accessions to, replacements for, and all proceeds of any such Collateral.
2. Sprecher will maintain the Collateral in good condition and not permit its value to be impaired and not sell, lease, or otherwise dispose of it. However, Sprecher may sell the portion of the Collateral that is Finished Goods of Acquired Inventory as defined in the APA in the normal course of business.
3. Sprecher will keep the Collateral and Secured Party’s interest in it insured under policies with such provisions, for such amounts, and by such insurers, as are satisfactory to Secured Party, and will from time to time furnish evidence of such insurance satisfactory to Secured Party.
4. Sprecher will pay all expenses and, upon request, take any action or execute any documents reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, or enforce Secured Party’s interests in the Collateral or Secured Party’s rights under this Agreement.
5. Subject to the Subordination Agreement and junior interest in and to the Collateral, in the event of a default by Sprecher in the Obligations, Secured Party will have all other rights and

remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law.

This Agreement benefits the Secured Party, its successors, and assigns and binds Sprecher and its respective successors, and assigns.

IN WITNESS WHEREOF, Sprecher has executed this Agreement as of the day, month, and year first above written.

SPRECHER BREWING COMPANY, LLC

BY: 
 BC9D7E4CFB2D402...
 Sharad Chadha, President and CEO of
 SBBRJ its Managing Member