

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCOFFLAW, LLC		12/31/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	GEORGIA BANKING COMPANY		
Street Address:	1776 PEACHTREE STREET NW		
Internal Address:	SUITE 300		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	DOMESTIC BANK: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5538201	BASEMENT	
Registration Number:	5535686	CRAWL SPACE	
Registration Number:	5762616	DIRTY BEACHES	
Serial Number:	90192392	DRIVEWAY	
Registration Number:	6221395	KAREN: FROM NEXT DOOR	
Registration Number:	6132078	LOS MALHECHORES	
Registration Number:	5069117	SCOFFLAW	
Serial Number:	88692193	X-FACTOR	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
Phone:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		

CH \$215.00 5538201

ATTORNEY DOCKET NUMBER:	026670.000037
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	01/19/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 31, 2021, by and among SCOFFLAW, LLC, a Georgia limited liability company ("Scofflaw"), BEARDED IRIS BREWING COMPANY, LLC, a Tennessee limited liability company ("Bearded Iris"), and collectively with Scofflaw, and each of their respective subsidiaries and affiliates who becomes a grantor hereunder after the date hereof, the "Grantors" and each, a "Grantor", and GEORGIA BANKING COMPANY ("Lender").

PRELIMINARY STATEMENT

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement, dated of even date herewith, by and among Lender, Grantors, as borrowers, and Indie Brew, LLC, a Delaware limited liability company, as a guarantor (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Documents, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Documents, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights to record and register this Agreement upon request by Lender; provided that no registration will be requested with respect to any intent-to-use Trademark.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control.

4. This 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.

5. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

[Remainder of page intentionally blank; signature pages follow.]

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

Address of Grantors:

c/o Scofflaw, LLC
1738 MacArthur Boulevard
Atlanta, Georgia 30318
Attn: Wade Honeycutt
Email: wade@scofflawbeer.com

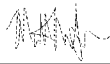
With a copy to:

King & Spalding LLP
1180 Peachtree St. NE
Atlanta, GA 30308
Attn: Justin King
Email: jking@kslaw.com

GRANTORS:

SCOFFLAW, LLC,
a Georgia limited liability company


By: Indie Brew, LLC its sole Member

By: 
Name: Matthew Shirah
Title: President

[SEAL]

BEARDED IRIS BREWING COMPANY, LLC,
a Tennessee limited liability company

By: Indie Brew, LLC its sole Member

By: 
Name: Matthew Shirah
Title: President

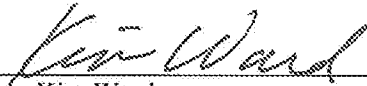
[SEAL]

Address of Lender:

Georgia Banking Company
1776 Peachtree Street NW, Suite 300
Atlanta, GA 30309
Attn: Kim Ward
Email: kward@geobanking.com

LENDER:

GEORGIA BANKING COMPANY

By: 

Name: Kim Ward

Title: Senior Vice President

With a copy to:

Troutman Pepper Hamilton Sanders LLP
600 Peachtree St. NE, Suite 3000
Atlanta, GA 30308
Attn: Justin Wood
Email: justin.wood@troutman.com

EXHIBIT A

Copyrights

Grantor	Copyright	Jurisdiction	Status	Registration Number	Registration Date
Scofflaw, LLC	Karen: From Next Door	United States	Registered	VA0002207979	5-12-2020
Scofflaw, LLC	Scofflaw Whimsical Tree	United States	Registered	VAu001379766	11-6-2019
Scofflaw, LLC	Dirty Beaches	United States	Registered	VA0002168377	6-24-2019
Scofflaw, LLC	LOS MALHECHORES	United States	Registered	VAu001376906	11-20-2019






EXHIBIT B




Patents

None.

EXHIBIT C

Trademarks

Grantor	Trademark	Jurisdiction	Status	Application Number/Filing Date	Registration Number/Filing Date
Bearded Iris Brewing Company, LLC		EU	Registered	A0082855 01-30-2019	IR 1452750 08-02-2019
Bearded Iris Brewing Company, LLC	BEARDED IRIS	EU	Registered	A0082854 01-30-2019	IR 1453590 08-13-2019
Bearded Iris Brewing Company, LLC		UK	Registered	00801452750 01-30-2019	00801452750 08-02-2019
Bearded Iris Brewing Company, LLC	BEARDED IRIS	UK	Registered	00801453590 01-30-2019	00801453590 08-13-2019
Bearded Iris Brewing Company, LLC	BEARDED IRIS	UK	Registered	A0082854 01-30-2019	IR 1453590 08-13-2019
Bearded Iris Brewing Company, LLC		UK	Registered	A0082855 01-30-2019	IR 1452750 08-02-2019
Bearded Iris Brewing Company, LLC	PEP TALK LAGER	USA	Registered	88261269 01-14-2019	6549871 11-09-2021
Bearded Iris Brewing Company, LLC	ATTENTION PLEASE	USA	Registered	88261252 01-14-2019	5813578 07-23-2019
Bearded Iris Brewing Company, LLC		USA	Registered	88055737 07-27-2018	5691613 03-05-2019
Bearded Iris Brewing Company, LLC		USA	Registered	88055721 07-27-2018	5691611 03-05-2019
Bearded Iris Brewing Company, LLC	FLAMINGO ROAD	USA	Pending	97011303 09-03-2021	N/A
Bearded Iris Brewing Company, LLC	BEARDED IRIS	USA	Registered	88055852 07-27-2018	5691623 03-05-2019
Bearded Iris Brewing Company, LLC	NEON COWBOY	USA	Pending	88545323 07-29-2019	N/A

Grantor	Trademark	Jurisdiction	Status	Application Number/Filing Date	Registration Number/Filing Date
Bearded Iris Brewing Company, LLC	DOUBLE SCATTERBRAIN	USA	Registered	88261259 01-14-2019	5838611 08-20-2019
Bearded Iris Brewing Company, LLC	NEON COWBOY	USA	Pending	97016634 09-08-2021	N/A
Bearded Iris Brewing Company, LLC	OFFBEAT	USA	Registered	88261256 01-15-2019	5894787 10-29-2019
Bearded Iris Brewing Company, LLC	BEARDED IRIS	USA	Registered	88055811 07-27-2018	5691620 03-05-2019
Bearded Iris Brewing Company, LLC	BEARDED IRIS	USA	Registered	88055795 07-27-2018	5691619 03-05-2019
Bearded Iris Brewing Company, LLC	BEARDED IRIS	USA	Registered	88055879 07-27-2018	5696777 03-12-2019
Bearded Iris Brewing Company, LLC		USA	Registered	88055702 07-27-2018	5696769 03-12-2019
Bearded Iris Brewing Company, LLC	BIBCO	USA	Registered	88060078 07-31-2018	5697033 03-12-2019
Bearded Iris Brewing Company, LLC		USA	Registered	88055760 07-27-2018	5691616 03-05-2019
Bearded Iris Brewing Company, LLC		USA	Registered	88055749 07-27-2018	5691615 03-05-2019
Bearded Iris Brewing Company, LLC	HOMESTYLE	USA	Registered	88314683 02-25-2019	5829035 08-06-2019
Bearded Iris Brewing Company, LLC	TUNNEL VISION	USA	Pending	97136454 11-22-2021	N/A
Scofflaw, LLC	BASEMENT	USA	Registered	87318100 1-30-2017	5538201 8-14-2018
Scofflaw, LLC	CRAWL SPACE	USA	Registered	87748523 1-9-2018	5535686 8-7-2018
Scofflaw, LLC	DIRTY BEACHES	USA	Registered	88156995 10-16-2018	5762616 5-28-2019

Grantor	Trademark	Jurisdiction	Status	Application Number/Filing Date	Registration Number/Filing Date
Scofflaw, LLC	DRIVEWAY	USA	Pending	90192392 11-18-2020	N/A
Scofflaw, LLC	HOOOLIGAN	Georgia	Registered	N/A	T-28875 12-6-2017
Scofflaw, LLC	KAREN: FROM NEXT DOOR	USA	Registered	88930083 5-22-2020	6221395 12-15-2020
Scofflaw, LLC	LOS MALHECHORES	USA	Registered	88700096 11-20-2019	6132078 8-18-2020
Scofflaw, LLC	SCOFFLAW	USA	Registered	86324578 6-30-2014	5069117 10-25-2016
Scofflaw, LLC	X-FACTOR	USA	Pending	88692193 11-14-2019	N/A