

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723643

<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>
Warpigs USA Brewing, LLC		03/31/2022	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Financial Bank		
<b>Street Address:</b>	320 West Lincoln Highway		
<b>City:</b>	Scherverville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46375		
<b>Entity Type:</b>	Chartered Bank: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86425056	WARPIGS	
<b>Serial Number:</b>	86424022	WARPIGS	
<b>Serial Number:</b>	86425107	WARPIGS	
<b>Serial Number:</b>	87478947	LAZURITE	
<b>Serial Number:</b>	87470340	FOGGY GEEZER	
<b>Serial Number:</b>	87469904	SALMON PANTS	
<b>Serial Number:</b>	97282256	WAR PIGS BREWING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5135796457		
<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>Phone:</b>	5135796590		
<b>Email:</b>	mmusekamp@kmklaw.com		
<b>Correspondent Name:</b>	Mark Eric Musekamp		
<b>Address Line 1:</b>	1 E. 4th St., Ste. 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	FI6920.FI0032		
<b>NAME OF SUBMITTER:</b>	Mark Eric Musekamp		
<b>SIGNATURE:</b>	/Mark Eric Musekamp/		

OP \$190.00 86425056

<b>DATE SIGNED:</b>	04/25/2022
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**Total Attachments: 7**

- source=IP Security Agreement (Warpigs) Executed (002)#page1.tif
- source=IP Security Agreement (Warpigs) Executed (002)#page2.tif
- source=IP Security Agreement (Warpigs) Executed (002)#page3.tif
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- source=IP Security Agreement (Warpigs) Executed (002)#page5.tif
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- source=IP Security Agreement (Warpigs) Executed (002)#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement"), dated as of March 31, 2022 (the "Effective Date"), is entered into by **WARPIGS USA BREWING, LLC** ("Debtor"), in favor of **FIRST FINANCIAL BANK**, an Ohio state chartered bank, located at 320 West Lincoln Highway, Schererville, Indiana 46375, as the Administrative Agent ("Secured Party").

### WITNESSETH:

WHEREAS, the Lenders party thereto have agreed to extend credit and financial accommodations to Three Floyds Holdings, LLC, Floyds Concern LLC, Three Floyds Brewing LLC, Three Floyds Distilling Co., LLC and Debtor (collectively, "Borrower") pursuant to (a) the Amended and Restated Loan Agreement dated as of even date herewith (together with any amendments, supplements, modifications or restatements thereof, the "Loan Agreement"), (b) the Notes (as defined in the Loan Agreement), and (c) the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, as a condition precedent to the making of the loan by the Lenders under the Loan Agreement, Debtor has executed and delivered to the Secured Party that certain Amended and Restated Security Agreement dated as of March 31, 2022 by and between Debtor and the Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Intellectual Property Security Agreement for recording with governmental and administrative authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

WHEREAS, it is a condition to the obligations of the Lenders to extend credit and financial accommodations to Borrower under the Loan Agreement that Debtor execute and deliver the applicable Loan Documents, including the Security Agreement and this Intellectual Property Security Agreement.

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. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Debtor in, to, and under the following (the "Intellectual Property Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use thereof 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;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Debtor set forth in Schedule A hereto, and all extensions and renewals thereof (the "Copyrights");

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

(e) 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

(f) 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. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this Intellectual Property Security Agreement upon request by the Secured Party or its designee.

3. Loan Documents. This Intellectual Property 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 Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Intellectual Property 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 IP 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 Intellectual Property Security Agreement.

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

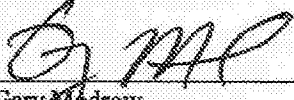
6. Governing Law. All rights and liabilities hereunder shall be governed and limited by, and construed in accordance with, the laws of the State of Ohio, without giving effect to conflict of law principles that would result in the application of any laws other than the laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

**DEBTOR:**

**WARPIGS USA BREWING, LLC**

By:   
Name: Gary Medrow  
Title: Chief Financial Officer

**SECURED PARTY:**

**FIRST FINANCIAL BANK, as the  
Administrative Agent**

By: \_\_\_\_\_  
Name: Gayne Underwood  
Title: Senior Vice President

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

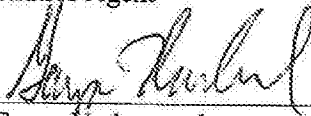
**DEBTOR:**

**WARPIGS USA BREWING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

**FIRST FINANCIAL BANK, as the  
Administrative Agent**

By:  \_\_\_\_\_  
Name: Gayne Underwood  
Title: Senior Vice President

**SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENTS AND LICENSES**


I. Issued Patents and Patent Applications

Title	Jurisdiction	App./Serial No.	Filing Date	Patent No.	Issue Date	Record Owner

**TRADEMARKS AND LICENSES**

I. Trademark Registrations and Applications

Mark	Jurisdiction	App./Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
WARPIGS	United States	86425056	October 15, 2014	4811311	September 15, 2015	Warpigs USA Brewing, LLC (recordation pending)
WARPIGS	United States	86424022	October 15, 2014	4811309	September 15, 2015	Warpigs USA Brewing, LLC (recordation pending)
WARPIGS	United States	86425107	October 15, 2014	4811312	September 15, 2015	Warpigs USA Brewing, LLC (recordation pending)
LAZURITE	United States	87478947	June 7, 2017	5439721	April 3, 2018	Warpigs USA Brewing, LLC (recordation pending)
FOGGY GEEZER	United States	87470340	May 31, 2017	5439698	April 3, 2018	Warpigs USA

Mark	Jurisdiction	App./Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
						Brewing, LLC (recordation pending)
SALMON PANTS	United States	87469904	May 31, 2017	5493638	June 12, 2018	Warpigs USA Brewing, LLC (recordation pending)
	United States	97282256	February 24, 2022			Warpigs USA Brewing, LLC

2. State and Common Law Trade Names and Trademarks

Mark	Jurisdiction	App./Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
Warpigs USA Brewing, LLC	Indiana - trade name					Warpigs USA Brewing, LLC
FOUR PHANTOMS	Common Law Trademark					
THE APPARITION	Common Law Trademark					
ASTRAL QUEEN	Common Law Trademark					
ANNIVERSARY	Common Law Trademark					
BLINDING LIGHT SHOW	Common Law Trademark					
BOUFFANT JELLYFISH	Common Law Trademark					
CHAOS MONGER	Common Law Trademark					



Mark	Jurisdiction	App./Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
FORGE OF MARS	Common Law Trademark					
HIGH CELEBRANT	Common Law Trademark					
WAKING THE WITCH	Common Law Trademark					

**COPYRIGHTS AND COPYRIGHT LICENSES**

1. Copyright Registrations and Applications:

Title	Jurisdiction	App./Reg. No.	Filing/Issue Date	Record Owner

2. Exclusive Copyright License Rights

[Debtor to complete; if "None", please indicate as such]

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