

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THREE FLOYDS BREWING LLC		03/31/2022	Limited Liability Company: INDIANA
THREE FLOYDS DISTILLING CO., LLC		03/31/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	First Financial Bank		
Street Address:	320 West Lincoln Highway		
City:	Schererville		
State/Country:	INDIANA		
Postal Code:	46375		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3020604	DARK LORD RUSSIAN IMPERIAL STOUT	
Registration Number:	3847827	DARK LORD DAY	
Registration Number:	3853136	THREE FLOYDS	
Registration Number:	3853138	ROBERT THE BRUCE	
Registration Number:	3853225	ALPHA KING PALE ALE	
Registration Number:	3853313	DARK LORD	
Registration Number:	3853322	BEHEMOTH	
Registration Number:	3853323	3 FLOYDS	
Registration Number:	3853455		
Registration Number:	3853511	DREADNAUGHT	
Registration Number:	3864184	ALPHA KLAUS	
Registration Number:	3864549	GUMBALLHEAD	
Registration Number:	3864604	RABBID RABBIT	
Registration Number:	3910179	APOCALYPSE COW	
Registration Number:	3940968	ALPHA KING	
Registration Number:	4049354	ZOMBIE DUST	
Registration Number:	4230060	ARCTIC PANZER WOLF	

OP \$1115.00 3020604

Property Type	Number	Word Mark
Registration Number:	4341332	THREE FLOYDS
Registration Number:	4491289	FFF
Registration Number:	4629963	YUMYUM
Registration Number:	4759863	3 FLOYDS
Registration Number:	4873873	LORD REAR ADMIRAL
Registration Number:	5001031	CIMMERIAN SABERTOOTH BERZERKER
Registration Number:	5092945	ALPHA KING
Registration Number:	5125753	3 FLOYDS
Registration Number:	5176517	BROO DOO
Registration Number:	5285376	3 FLOYDS
Registration Number:	5320914	LAZER SNAKE
Registration Number:	5497282	SPACE STATION MIDDLE FINGER
Registration Number:	5497962	25 MILLION DOLLAR MAN
Registration Number:	5781941	THREE FLOYDS
Registration Number:	5908465	THREE FLOYDS DISTILLING COMPANY FFF I II
Registration Number:	5908466	I II III
Registration Number:	5880403	F F F
Registration Number:	5572237	ARGUES FOR SPORT
Registration Number:	5874266	ALPHA QUEEN
Registration Number:	6141368	IT'S NOT NORMAL
Serial Number:	90440987	3 FLOYDS BARBARIAN HAZE IPA
Serial Number:	90745424	PRIDE & JOY 3000
Serial Number:	97307797	SPEED CASTLE
Registration Number:	5916713	OUDE BOATFACE
Registration Number:	5914570	DIVINE RITE
Registration Number:	6211822	WIGHT VVITCH
Registration Number:	6311967	BLANQ REAVERS

CORRESPONDENCE DATA

Fax Number: 5135796457

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: 5135796590

Email: mmusekamp@kmklaw.com

Correspondent Name: Mark Eric Musekamp

Address Line 1: 1 E. 4th St., Ste. 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: FI6920.FI0032

NAME OF SUBMITTER: Mark E. Musekamp

SIGNATURE:	/Mark E. Musekamp/
DATE SIGNED:	04/25/2022
Total Attachments: 8 source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page1.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page2.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page3.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page4.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page5.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page6.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page7.tif source=3F IP Security Agreement (Brewing and Distilling) Executed (002)#page8.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 **THREE FLOYDS BREWING LLC** and **THREE FLOYDS DISTILLING CO., LLC** (collectively, "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 have agreed to extend credit and financial accommodations to Debtor pursuant to (a) the Amended and Restated Loan Agreement dated as of March 31, 2022 binding upon Debtor and Secured Party (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 , 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 Debtor 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:

THREE FLOYDS BREWING LLC

By: 
Name: Gary Modrow
Title: Chief Financial Officer

THREE FLOYDS DISTILLING CO., LLC

By: 
Name: Gary Modrow
Title: Chief Financial Officer

SECURED PARTY:

FIRST FINANCIAL BANK, as the
Administrative Agent

By: _____
Name:
Title:

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

11628858

TRADEMARK
REEL: 007701 FRAME: 0494

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:

THREE FLOYDS BREWING LLC

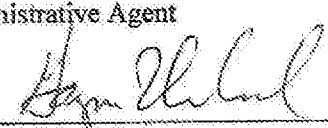
By: _____
Name:
Title:

THREE FLOYDS DISTILLING CO., LLC

By: _____
Name:
Title:

SECURED PARTY:

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

By:  _____
Name: GAYNE UNDERWOOD
Title: SENIOR VICE PRESIDENT

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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