

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Beerworks, LLC		04/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crossfirst Bank		
Street Address:	4622 PENNSYLVANIA AVE., SUITE 1500		
City:	KANSAS CITY		
State/Country:	MISSOURI		
Postal Code:	64112		
Entity Type:	Chartered Bank: KANSAS		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	90145040	ALPHAWATER	
Serial Number:	88294023	BERRIES & BLOOMS	
Serial Number:	90096110	DEPTHS OF HELLES	
Serial Number:	87382767	EUPHONIA	
Serial Number:	87940886	GOLDEN GOAL	
Serial Number:	88019766	HAZY LIKE A FOX	
Serial Number:	87382747	HOPLANDIA	
Serial Number:	87742390	HOPTROPOLIS	
Serial Number:	88928529	JACKED 'SQUATCH	
Serial Number:	87382709	KIKIMORA	
Serial Number:	88129944	LEMON PUCKER	
Serial Number:	88299994	LIME OF THE PARTY	
Serial Number:	87864803		
Serial Number:	87864829		
Serial Number:	88798788	MAS MACHO	
Serial Number:	87179942	NEW REALM BREWING COMPANY	
Serial Number:	87387509	NEW REALM BREWING COMPANY	
Serial Number:	88928508	PARTING SHOT	
Serial Number:	87524896	PERUN PALE ALE	

CH \$965.00 90145040

Property Type	Number	Word Mark
Serial Number:	87846370	PILOTLIGHT
Serial Number:	87486985	RADEGAST
Serial Number:	87382823	SEEK WHAT YOU THIRST
Serial Number:	87387527	SEEK WHAT YOU THIRST
Serial Number:	87846383	SOUTHERN BROGUE
Serial Number:	88798853	SOUTHERN TEE
Serial Number:	88928516	SUNSET PASSION
Serial Number:	88624369	TART'S CONTENT
Serial Number:	88928523	TYRANNOSAURUS FLEX
Serial Number:	88129975	UNEXPECTED TURBULENCE
Serial Number:	88338037	UNITED CRAFT LAGER
Serial Number:	87387550	WELCOME THIRST SEEKERS
Serial Number:	97006683	GRAM GRAM'S OATMEAL COOKIE PORTER
Serial Number:	97006690	HAZE DIPPER
Serial Number:	87742401	HOPOSPHERE
Serial Number:	97006685	RESTRICTED AREA
Serial Number:	90295367	SHAMBALA
Serial Number:	88849023	SOULBENDER
Serial Number:	97187529	TROPIC DREAM FRUITED WHEAT ALE

CORRESPONDENCE DATA

Fax Number:

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: 8167531000

Email: jwillard@polsinelli.com

Correspondent Name: Joy Willard

Address Line 1: 900 W. 48th Place, Suite 900

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	076010-721002
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	05/27/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 15, 2022, is made by each of the entities listed on the signature pages hereof as "Grantors" (each a "Grantor" and, collectively, the "Grantors"), in favor of **CROSSFIRST BANK** (in such capacity, together with its successors and permitted assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of April 15, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit and Guaranty Agreement"), by and among **AMERICAN BEERWORKS HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **AMERICAN BEERWORKS, LLC**, a Delaware limited liability company (the "Borrower"), certain Subsidiaries and Affiliates of Holdings, as Guarantors, and the Secured Party, the Secured Party has made or agreed to make extensions of credit to the Borrower on the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Pledge and Security Agreement, dated as of April 15, 2022, executed by the Grantors in favor of the Secured Party (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit and Guaranty Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor

with the United States Patent and Trademark Office including, without limitation, the registrations and applications listed on Annex A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademarks"); and

(b) all written agreements containing the express grant of any right in or to any of the Trademarks or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement listed on Annex A attached hereto;

provided, however, that Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Secured Party by each Grantor pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. 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.


Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN BEERWORKS, LLC,

as Grantor

By: 
Name: Brian McAlpine
Title: Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

CROSSFIRST BANK,

as Secured Party

By: _____

Name: Ward Nixon

Title: Executive Director

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 007736 FRAME: 0209

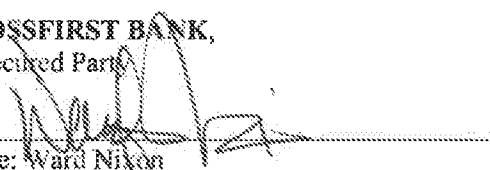
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN BEERWORKS, LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

CROSSFIRST BANK,
as Secured Party

By:  _____
Name: Ward Nixon
Title: Executive Director

Annex A to Trademark Security Agreement

Trademark Registrations

1. REGISTERED TRADEMARKS

App. No. App. Date	Reg. No. Reg. Date	Status	Trademark
90145040 August 28, 2020	6570612 November 23, 2021	1A	ALPHAWATER
88294023 February 8, 2019	5947860 December 31, 2019	1A	BERRIES & BLOOMS
90096110 August 6, 2020	6616377 January 11, 2022	1A	DEPTHS OF HELLES
87382767 March 23, 2017	5623379 December 4, 2018	1A	EUPHONIA
87940886 May 30, 2018	5741538 April 30, 2019	1A	GOLDEN GOAL
88019766 June 28, 2018	5741663 April 30, 2019	1A	HAZY LIKE A FOX
87382747 March 23, 2017	5991515 February 18, 2020	1A	HOPLANDIA
87742390 January 3, 2018	5764640 May 28, 2019	1A	HOPTROPOLIS
88928529 May 22, 2020	6431248 July 27, 2021	1A	JACKED 'SQUATCH
87382709 March 23, 2017	5623378 December 4, 2018	1A	KIKIMORA

88129944 September 24, 2018	5823330 July 30, 2019	1A	LEMON PUCKER
88299994 February 13, 2019	6262433 February 2, 2021	1A	LIME OF THE PARTY
87864803 April 5, 2018	5741341 April 30, 2019	1A	
87864829 April 5, 2018	5741342 April 30, 2019	1A	
88798788 February 14, 2020	6456798 August 17, 2021	1A	MAS MACHO
87179942 September 22, 2016	5623221 December 4, 2018	1A	NEW REALM BREWING COMPANY
87387509 March 27, 2017	5607828 November 13, 2018	1A	NEW REALM BREWING COMPANY
88928508 May 21, 2020	6221233 December 15, 2020	1A	PARTING SHOT
87524896 July 12, 2017	5874789 October 1, 2019	1A	PERUN PALE ALE

87846370 March 22, 2018	5858265 September 10, 2019	1A	PILOTLIGHT
87486985 June 13, 2017	6547888 November 2, 2021	1A	RADEGAST
87382823 March 23, 2017	5623380 December 4, 2018	1A	SEEK WHAT YOU THIRST
87387527 March 27, 2017	5628605 December 11, 2018	1A	SEEK WHAT YOU THIRST
87846383 March 22, 2018	5863807 September 17, 2019	1A	SOUTHERN BROGUE
88798853 February 14, 2020	6316944 April 6, 2021	1A	SOUTHERN TEE
88928516 May 22, 2020	6221234 December 15, 2020	1A	SUNSET PASSION
88624369 September 20, 2019	6381160 June 8, 2021	1A	TART'S CONTENT
88928523 May 22, 2020	6431247 July 27, 2021	1A	TYRANNOSAURUS FLEX
88129975 September 24, 2018	5823331 July 30, 2019	1A	UNEXPECTED TURBULENCE
88338037 March 13, 2019	5986145 February 11, 2020	1A	UNITED CRAFT LAGER

87387550 March 27, 2017	6211391 December 1, 2020	1A	WELCOME THIRST SEEKERS
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2. TRADEMARK APPLICATIONS

App. No. App. Date	Status	Trademark
97006683 September 1, 2021	1B	GRAM GRAM'S OATMEAL COOKIE PORTER
97006690 September 1, 2021	1B	HAZE DIPPER
87742401 January 3, 2018	1B	HOPOSPHERE
97006685 September 1, 2021	1B	RESTRICTED AREA
90295367 November 3, 2020	1B	SHAMBALA
88849023 March 26, 2020	1B	SOULBENDER
97187529 December 23, 2021	1B	TROPIC DREAM FRUITED WHEAT A.F.