

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732499

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:	Shererville		
State/Country:	INDIANA		
Postal Code:	46375		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5142173	NECRON 99	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mmusekamp@kmlaw.com		
Correspondent Name:	Mark E. Musekamp		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Mark E. Musekamp		
SIGNATURE:	/mark e. musekamp/		
DATE SIGNED:	06/06/2022		
Total Attachments: 17			
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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: 007743 FRAME: 0473

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

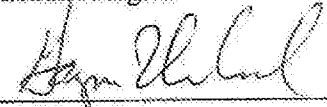
By: _____
Name:
Title:

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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EXHIBIT A: INTELLECTUAL PROPERTY COLLATERAL

SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents Owned By Three Floyds Brewing LLC

U.S. Patent Registrations

Title Inventor(s)	Patent No.	Issue Date	Expiration Date
NA			

U.S. Patent Applications

Title Inventor(s)	Patent Application No.	Filing Date	Expiration Date
NA			

Non-U.S. Patent Registrations

Title Inventor(s)	Country	Issue Date	Patent No.	Expiration Date
NA				

Non-U.S. Patent Applications

Title Inventor(s)	Country	Filing Date	Patent No.	Expiration Date
NA				

Patents Owned By Three Floyds Distilling Co., LLC

U.S. Patent Registrations

Title Inventor(s)	Patent No.	Issue Date	Expiration Date
NA			

U.S. Patent Applications

Title Inventor(s)	Patent Application	Filing Date	Expiration Date

No.

NA

Non-U.S. Patent Registrations

Title Inventor(s)	Country	Issue Date	Patent No.	Expiration Date
NA				

Non-U.S. Patent Applications

Title Inventor(s)	Country	Filing Date	Patent No.	Expiration Date
NA				

NA

Patents Owned By Floyds Concern LLC

U.S. Patent Registrations

Title Inventor(s)	Patent No.	Issue Date	Expiration Date
NA			

U.S. Patent Applications

Title Inventor(s)	Patent Application No.	Filing Date	Expiration Date
NA			

NA

Non-U.S. Patent Registrations

Title Inventor(s)	Country	Issue Date	Patent No.	Expiration Date
NA				



Non-U.S. Patent Applications


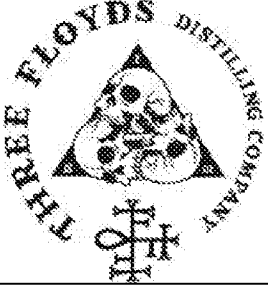

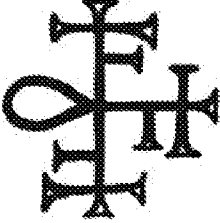
Title Inventor(s)	Country	Filing Date	Patent No.	Expiration Date
NA				

NA

Trademark/Trade Names Owned By Three Floyds Brewing LLC

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
DARK LORD RUSSIAN IMPERIAL STOUT	November 29, 2005	3,020,604
DARK LORD DAY	September 28, 2010	3,847,827
THREE FLOYDS	September 28, 2010	3,853,136
ROBERT THE BRUCE	September 28, 2010	3,853,138
ALPHA KING PALE ALE	September 28, 2010	3,853,225
DARK LORD	September 28, 2010	3,853,313
BEHEMOTH	September 28, 2010	3,853,322
	September 28, 2010	3,853,323
	September 28, 2010	3,853,455
DREADNAUGHT	September 28, 2010	3,853,511
ALPHA KLAUS	October 19, 2010	3,864,184
GUMBALLHEAD	October 19, 2010	3,864,549
RABBID RABBIT	October 19, 2010	3,864,604
APOCALYPSE COW	January 25, 2011	3,910,179
ALPHA KING	April 5, 2011	3,940,968
ZOMBIE DUST	November 1, 2011	4,049,354
ARCTIC PANZER WOLF	October 23, 2012	4,230,060
THREE FLOYDS	May 28, 2013	4,341,332
FFF	March 4, 2014	4,491,289
YUMYUM	October 18, 2014	4,629,963
3 FLOYDS	June 23, 2015	4,759,863
LORD REAR ADMIRAL	December 22, 2015	4,873,873
CIMMERIAN	July 19, 2016	5,001,031

SABERTOOTH BERZERKER		
ALPHA KING	November 29, 2016	5,092,945
3 FLOYDS	January 17, 2017	5,125,753
NECRON 99	February 14, 2017	5,142,173
BROO DOO	April 4, 2017	5,176,517
	September 12, 2017	5,285,376
LAZER SNAKE	October 31, 2017	5,320,914
SPACE STATION MIDDLE FINGER	June 19, 2018	5,497,282
25 MILLION DOLLAR MAN	June 19, 2018	5,497,962
THREE FLOYDS	June 18, 2019	5,781,941
	November 12, 2019	5,908,465
	November 12, 2019	5,908,466
	October 8, 2019	5,880,403
ARGUES FOR SPORT	September 25, 2018	5,572,237
ALPHA QUEEN	October 1, 2019	5,874,266
IT'S NOT	September 1, 2020	6,141,368





NORMAL		
3 FLOYDS BARBARIAN HAZE IPA	May 24, 2022	6,721,445

U.S. Trademark Applications

Mark	Filing Date	Ser. No.
PRIDE & JOY 3000	May 31, 2021	90745424
SPEED CASTLE	March 11, 2022	97307797

Non-U.S. Trademark Registrations

Country	Mark	Reg. Date	Reg. No
Australia	DARK LORD	August 25, 2015	International Reg. No. 1266152
European Union	THREE FLOYDS	May 25, 2012	International Reg. No. 1123465
United Kingdom	THREE FLOYDS	May 25, 2012	Reg. No. UK0080112753
European Union		June 5, 2013	International Reg. No. 1127531
United Kingdom		June 5, 2013	Reg. No. UK0080112753
European Union		June 6, 2012	International Reg. No. 127536
United Kingdom		June 6, 2012	Reg. No. UK00801127536
European Union	THREE FLOYDS	July 5, 2013	International Reg. No. 1141858
United Kingdom	THREE FLOYDS	July 5, 2013	Reg. No. UK00801141858

European Union	3 FLOYDS	March 20, 2015	EUTM Reg. No. 13424338
United Kingdom	3 FLOYDS	March 20, 2015	Reg. No. UK00913424338
European Union	BEHEMOTH	November 9, 2015	EUTM Reg. No. 14417091
United Kingdom	BEHEMOTH	November 9, 2015	Reg. No. UK00914417091
European Union		February 1, 2017	EUTM Reg. No. 15923261
United Kingdom		February 17, 2017	Reg. No. UK00003191339
European Union		February 1, 2017	EUTM Reg. No. 15923253
United Kingdom		February 1, 2017	Reg. No. UK00915923253
Japan	DARK LORD	August 25, 2015	International Reg. No. 1266152

United Kingdom		October 14, 2016	Reg. No. 3191339
European Union	ALPHA KING	November 13, 2018	EUTM Reg. No. 017934931
United Kingdom	ALPHA KING	November 13, 2018	Reg. No. UK00917934931
European Union	GUMBALLHEAD	November 10, 2018	EUTM Reg. No. 017934932
United Kingdom	GUMBALLHEAD	November 10, 2018	Reg. No. UK00917934932
Norway	ALPHA KING	January 7, 2019	Norway Reg. No. 301788
Norway	GUMBALLHEAD	December 26, 2018	Norway Reg. No. 301726
Norway	ZOMBIE DUST	December 26, 2018	Norway Reg. No. 301725
United Kingdom	ZOMBIE DUST	September 6, 2019	Reg. No. 3394114

Non-U.S. Trademark Applications

Country	Mark	Application Date	Application No.

NA

Common Law Trademarks

Country(s) Where Used

Trade Names

Trademark/Trade Names Owned By Three Floyds Distilling Co., LLC

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
OUDE BOATFACE	November 19, 2019	5,916,713
DIVINE RITE	November 19, 2019	5,914,570
WIGHT VVITCH	December 1, 2020	6,211,822
BLANQ REAVERS	April 6, 2021	6,311,967

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

Country	Mark	Reg. Date	Reg. No.
N/A			

Non-U.S. Trademark Applications

Country	Mark	Reg. Date	Reg. No.
N/A			

Common Law Trademarks

Country(s) Where Used

Trade Names

Trademark/Trade Names Owned By Floyds Concern LLC

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
NA		

U.S. Trademark Applications

Mark	Reg. Date	Reg. No.
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NA

Non-U.S. Trademark Registrations

Country	Mark	Reg. Date	Reg. No.
N/A			

Non-U.S. Trademark Applications

Country	Mark	Reg. Date	Reg. No.
N/A			

Common Law Trademarks

Country(s) Where Used	Trade Names
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Licenses

Part 1

Licenses/Sublicenses Of
Three Floyds Brewing LLC As Licensor On Date Hereof

A. Patent Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NA			

B. Trademark Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NA			

Part 2

Licenses/Sublicenses Of
Three Floyds Brewing LLC As Licensee On Date Hereof

A. Patent Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NA			

B. Trademark Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Exclusive Trademark License Agreement	Heaven Hills Distilleries, Inc. Three Floyds Brewing LLC	October 21, 2010	NA - Perpetual

Part 2

Licenses/Sublicenses Of
Three Floyds Distilling Co., LLC As Licensee On Date Hereof

A. Patent Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>

NA

B. Trademark Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>

NA

Licenses

Part 1

Licenses/Sublicenses Of
Three Floyds Brewing LLC As Licensor On Date Hereof

A. Patent Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>

NA

B. Trademark Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>

NA

Part 2

Licenses/Sublicenses Of
Three Floyds Brewing LLC As Licensee On Date Hereof

A. Patent Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NA

B. Trademark Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Exclusive Trademark License Agreement	Heaven Hills Distilleries, Inc. Three Floyds Brewing LLC	October 21, 2010	NA - Perpetual

U.S. Copyrights Owned By Three Floyds Brewing LLC

U.S. Copyright Registrations

<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
Winged Skull Logo	VA 1-881-293	Three Floyds Brewing LLC
3 Floyds & Winged Skull Logo	VA 1-881-292	Three Floyds Brewing LLC
Three Floyds Hands/Barley/Hops Logo	VAu 1-148-195	Three Floyds Brewing Ltd.

Pending U.S. Copyright Applications for Registration

<u>Title</u>	<u>Author</u>	<u>Class</u>	<u>Date Filed</u>
NA			

Non-U.S. Copyright Registrations

<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
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China	3 Floyds Winged Skull Log	00379634	Three Floyds Brewing LLC
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Non-U.S. Pending Copyright Applications for Registration

County	Title	Author	Class	Date Filed
NA				