

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stout Tanks and Kettles, LLC		08/31/2022	Limited Liability Company: OREGON
Twin Monkeys Beverage Systems LLC		08/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, N.A.		
Street Address:	436 Slater Road		
City:	New Britain		
State/Country:	CONNECTICUT		
Postal Code:	06053		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4410374	STOUT TANKS AND KETTLES	
Registration Number:	5289824	TWIN MONKEYS BEVERAGE SYSTEMS	
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>			
Phone:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/mp		
DATE SIGNED:	08/31/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 31, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WEBSTER BANK, N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 31, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among Malt Group Corporation (the “**Borrower**”), Malt Investment Holdings Corp. (“**Holdings**”), the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All federally registered United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”); provided, that notwithstanding the foregoing to the contrary, Patents shall not include any Excluded Assets.

(b) All federally registered United States trademarks, trade names, 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, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”); provided that,

notwithstanding the foregoing to the contrary, Trademarks shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or any other Excluded Assets.

The foregoing security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Pledge and Security Agreement and should not be deemed to grant a broader security interest in the Collateral described herein than what is granted by the applicable Grantors to Collateral Agent in the Pledge and Security Agreement.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. 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 and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

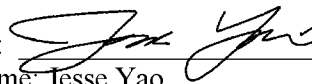
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

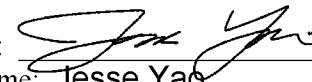
ALPHA BREWING OPERATIONS, LLC
as a Grantor

By: 
Name: Jesse Yao
Title: President

STOUT TANKS AND KETTLES, LLC
as a Grantor

By: 
Name: Jesse Yao
Title: President

TWIN MONKEYS BEVERAGE SYSTEMS LLC
as a Grantor

By: 
Name: Jesse Yao
Title: Authorized Signatory

WEBSTER BANK, N.A., as Collateral Agent

By: 
Name: Ross Catlin
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007836 FRAME: 0843

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Grantor	Patents	Issue Date	Status	Patent No.
Alpha Brewing Operations, LLC	Material Saving Canning System	05/14/2019	Granted	US10287040
Alpha Brewing Operations, LLC	Material Saving Canning System	03/16/2021	Granted	US10946990
Twin Monkeys Beverage Systems Inc.	Lid Seaming Apparatus With Small Angle Engagement	10/13/2020	Granted	US10799935
Twin Monkeys Beverage Systems Inc.	Auto-Calibrating Beverage Fill Station	02/15/2022	Granted	US 11247889

TRADEMARKS

Grantor	Trademarks	Filing Date	Status	Serial No / Registration No.
Stout Tanks and Kettles, LLC	STOUT TANKS AND KETTLES	10/01/2013	[active]	4410374
Twin Monkeys Beverage Systems Inc.	TWIN MONKEYS BEVERAGE SYSTEMS	09/19/2017	[active]	5289824