

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miller's Ale House, Inc.		04/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	1808 Aston Ave., Ste. 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2551537	ZINGERS	
Registration Number:	2611506	CHICKEN ZINGERS	
Registration Number:	2734343	ZINGER MELT	
Registration Number:	2702520	BIG RED	
Registration Number:	2864135	CAPT. JACK'S BURIED TREASURE	
Registration Number:	3964031	ALE HOUSE MINI BURGERS	
Registration Number:	3964032	ALE HOUSE REUBEN	
Registration Number:	5109510	EAT. DRINK. STAY AWHILE.	
Registration Number:	5071818	MILLER'S ALE HOUSE	
Registration Number:	5410250	MILLER'S ALE HOUSE	
Registration Number:	5284524	MILLER'S ALE HOUSE	
Registration Number:	4688165	JUPITER ALE HOUSE	
Registration Number:	5017866	ZINGERS	
Registration Number:	5152509	ZINGERS MELT	
Registration Number:	5261892	ZINGERS MOUNTAIN MELT	
Registration Number:	5912768	5 PEPPER FIRE	
Registration Number:	5986103	PULL N' POP DONUTS	
Registration Number:	6843087	MILLER'S ALE HOUSE	
Registration Number:	6818732	M A H	

OP \$490.00 2551537

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1963589
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	04/14/2023

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 14, 2023 (this “*Notice*”), made by Miller’s Ale House, Inc., a Delaware corporation (the “*Pledgor*”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of April 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among ALE HOUSE HOLDINGS, INC., a corporation formed under the laws of Delaware (“*Holdings*”), MILLER’S ALE HOUSE, INC., a corporation formed under the laws of Delaware (the “*Borrower*”), each Subsidiary of the Borrower from time to time party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the Trademark Collateral):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

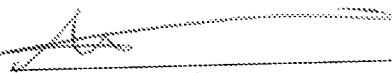
Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF,

SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE
STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MILLER'S ALE HOUSE, INC.,
a Delaware corporation

By: 
Name: Nikhil Khanna
Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: *Denise Crouch*

Name:

Title:



Denise Crouch
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008042 FRAME: 0618

Schedule I

Registered United States Trademarks

Owner	Title	Jurisdiction	Reg. No.	Reg. Date
Miller's Ale House, Inc.	ZINGERS	United States	2,551,537	3/26/2002
Miller's Ale House, Inc.	CHICKEN ZINGERS	United States	2,611,506	8/27/2002
Miller's Ale House, Inc.	ZINGER MELT	United States	2,734,343	7/8/2003
Miller's Ale House, Inc.	BIG RED	United States	2,702,520	4/1/2003
Miller's Ale House, Inc.	CAPT. JACK'S BURIED TREASURE	United States	2,864,135	7/20/2004
Miller's Ale House, Inc.	ALE HOUSE MINI BURGERS	United States	3964031	5/24/2011
Miller's Ale House, Inc.	ALE HOUSE REUBEN	United States	3964032	5/24/2011
Miller's Ale House, Inc.	EAT. DRINK. STAY AWHILE	United States	5109510	12/27/2016
Miller's Ale House, Inc.	MILLER'S ALE HOUSE	United States	5071818	11/01/2016
Miller's Ale House, Inc.	MILLER'S ALE HOUSE logo 	United States	5410250	2/27/2018
Miller's Ale House, Inc.	MILLER'S ALE HOUSE logo (in color) 	United States	5284524	9/12/2017

Owner	Title	Jurisdiction	Reg. No.	Reg. Date
Miller's Ale House, Inc.	JUPITER ALE HOUSE	United States	4688165	6/26/2014
Miller's Ale House, Inc.	ZINGERS	United States	5017866	8/9/2016
Miller's Ale House, Inc.	ZINGERS MELT	United States	5152509	2/2/2017
Miller's Ale House, Inc.	ZINGERS MOUNTAIN MELT	United States	5261892	8/8/2017
Miller's Ale House, Inc.	5 PEPPER FIRE	United States	5912768	11/19/2019
Miller's Ale House, Inc.	PULL N' POP DONUTS	United States	5986103	2/11/2020
Miller's Ale House, Inc.	MILLER'S ALE HOUSE	United States	6843087	9/13/2022
Miller's Ale House, Inc.	M A H	United States	6818732	8/16/2022