

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surly Brewing Company		08/29/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Dacotah Bank		
Street Address:	60 South Sixth Street, Suite 1275		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Chartered Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3974628	FURIOUS	
Registration Number:	3989041	SURLY BREWING CO	
Registration Number:	4671225	ABRASIVE	
Registration Number:	4671218	OVERRATED	
Registration Number:	4671212	SURLY GIVES A DAMN	
Registration Number:	4675141	SURLY	
Registration Number:	4722588	WET	
Registration Number:	4764868	SURLY	
Registration Number:	4953682	SCHADENFREUDE	
Registration Number:	4962314	SURLY BENDER	
Registration Number:	4962313	SURLY DARKNESS	
Registration Number:	5330383	XTRA-CITRA	
Registration Number:	5937850	AXE MAN	
Registration Number:	5973178	SURLY BREWING CO S TWIN CITIES, MN	
Registration Number:	6029063	HEAT SLAYER	
Registration Number:	6029064	ONE MAN MOSH PIT	
Registration Number:	6029061	ROCKET SURGERY	
Registration Number:	6029062	WARP ZONE	
Registration Number:	6172815	GRAPEFRUIT SUPREME	

OP \$565.00 3974628

Property Type	Number	Word Mark
Registration Number:	6646509	SURLY HELL
Registration Number:	6659801	SURLYFEST
Registration Number:	6929529	CYNIC

CORRESPONDENCE DATA

Fax Number: 3036293450
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: 303-629-3450
Email: burtner.jody@dorsey.com
Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 1400 Wewatta Street, Suite 400
Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	436210-00017
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	08/29/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2023, by SURLY BREWING COMPANY, a Minnesota corporation (the “Grantor”), in favor of DACOTAH BANK, a South Dakota state chartered bank (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, Pants Optional, LLC, a Minnesota limited liability company (together with the Grantor, each a “Borrower,” and, collectively, the “Borrowers”) and Lender (as the same may hereafter be amended, restated, or otherwise modified from time to time, the “Credit Agreement”), the Lender has agreed to make certain loans and financial accommodations to the Borrowers;

WHEREAS, Lender is willing to make certain loans and financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Lender, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Lender, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its right, title, and interest in and to the following: (a) all United States, state or foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the

“Trademarks”) and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of each Trademark and each Trademark license; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

SURLY BREWING COMPANY, a
Minnesota corporation, as Grantor

By: 
Name: Omar Ansari
Its: President

ACCEPTED AND ACKNOWLEDGED BY:

DACOTA BANK

By: 


Name: Blair Madsen

Its: Managing Director

SCHEDULE I
TO

TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS

Source	Citation	Status	App No./ App Date	Reg No/ Reg Date	Goods and Services	Owner	Assignments
USPTO	FURIOUS	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 26-OCT-2010 Published: 22-MAR- 2011 Registered: 07-JUN- 2011 Affidavit Section: REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED Affidavit Date: 10- MAR-2022 Renewed: 07-JUN- 2021 OG Renewal: 12-APR- 2022	85161592 26-OCT-2010	3974628 07-JUN-2011	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	 SURLY BREWING CO	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 26-OCT-2010 Published: 19-APR- 2011 Registered: 05-JUL- 2011 Affidavit Section: REGISTERED - SEC.	85161595 26-OCT-2010	3989041 05-JUL-2011	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None

Source	Citation	Status	App No/ App Date	Reg No/ Reg Date	Goods and Services	Owner	Assignments
		8 (10-YR) ACCEPTED/SEC. 9 GRANTED Affidavit Date: 18- MAR-2022 Renewed: 05-JUL- 2021 OG Renewal: 26-APR- 2022					
USPTO	ABRASIVE	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014 Published: 28-OCT- 2014 Registered: 13-JAN- 2015 Affidavit Section: REGISTERED - SEC. 8 (6-YR) ACCEPTED Affidavit Date: 05-APR- 2021	86303844 09-JUN-2014	4671225 13-JAN-2015	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	OVERRATED	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014 Published: 28-OCT- 2014 Registered: 13-JAN- 2015 Affidavit Section: REGISTERED - SEC. 8 (6-YR) ACCEPTED Affidavit Date: 05-APR- 2021	86303787 09-JUN-2014	4671218 13-JAN-2015	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	SURLY GIVES A DAMN	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014 Published: 28-OCT- 2014 Registered: 13-JAN- 2015	86303733 09-JUN-2014	4671212 13-JAN-2015	INT. CL. 35 CHARITABLE SERVICES, NAMELY, COORDINATION OF NON- MONETARY CONTRIBUTIONS TO CHARITIES	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None

Source	Citation	Status	App No/ App Date	Reg No/ Reg Date	Goods and Services	Owner	Assignments
USPTO	SURLY	2015 Affidavit Section: REGISTERED - SEC. 8 (6-YR) ACCEPTED Affidavit Date: 05-APR- 2021	86307524 12-JUN-2014	4675141 20-JAN-2015	AND NON- PROFITS; CHARITABLE SERVICES, NAMELY, ORGANIZING AND CONDUCTING VOLUNTEER PROGRAMS AND COMMUNITY SERVICE PROJECTS; PROMOTIONAL SPONSORSHIP OF VOLUNTEER EVENTS	SURLY BREWING COMPANY MINNESOTA CORPORATION 4814 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	WEIT	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014 Published: 28-OCT- 2014 Registered: 21-APR- 2015 Affidavit Section: REGISTERED - SEC. 8 (6-YR) ACCEPTED Affidavit Date: 09-APR- 2022	86303836 09-JUN-2014	4722588 21-APR- 2015	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4814 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	SURLY	Registered Intent to Use - Filed	85608768 26-APR-2012	4764868 30-JUN-2015	INT. CL. 43 BEER AND	SURLY BREWING COMPANY MINNESOTA CORPORATION	None

Source	Citation	Status	App. No/ App. Date	Reg. No/ Reg. Date	Goods and Services	Owner	Assignments
USPTO	SCHADENFREUDE	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014 Published: 23-FEB- 2016 Registered: 10-MAY- 2016 Affidavit Section: REGISTERED - SEC. 8 (6-YR) ACCEPTED Affidavit Date: 06-OCT- 2022	86303779 09-JUN-2014	4953682 10-MAY- 2016	INT. CL. 32 BEER RESTAURANT SERVICES: PROVIDING PAVILION FACILITIES FOR CONCERTS AND OTHER FUNCTIONS	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	SURLY BENDER	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014 Published: 08-MAR- 2016 Registered: 24-MAY- 2016 Affidavit Section: REGISTERED - SEC. 8 (6-YR) ACCEPTED Affidavit Date: 06-OCT- 2022	86303806 09-JUN-2014	4962314 24-MAY- 2016	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	SURLY DARKNESS	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 09-JUN-2014	86303755 09-JUN-2014	4962313 24-MAY- 2016	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None

Source	Citation	Status	App No/ App Date	Reg No/ Reg Date	Goods and Services	Owner	Assignments
USPTO	XTRA-CITRA Cross References: XTRA CITRA, EXTRA CITRA	Registered Filed: 02-FEB-2016 Published: 02-MAY-2017	86895321 02-FEB-2016	5330383 07-NOV-2017	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	AXE MAN	Registered Filed: 06-JUN-2019 Published: 01-OCT-2019	88462515 06-JUN-2019	5937850 17-DEC-2019	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	 SURLY BREWING CO S TWIN CITIES, MN Cross References: SURLY BREWING CO S TWIN CITIES MN	Registered Filed: 22-JUL-2019 Published: 12-NOV-2019	88527144 22-JUL-2019	5973178 28-JAN-2020	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	HEAT SLAYER	Registered Filed: 18-SEP-2019 Published: 21-JAN-	88621282 18-SEP-2019	6029063 07-APR-2020	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None

Source	Citation	Status	App No/ App Date	Reg No/ Reg Date	Goods and Services	Owner	Assignments
USPTO	ONE MAN MOSH PIT Cross References: 1 MAN MOSH PIT	2020 Registered: 07-APR-2020	88621285 18-SEP-2019	6029064 07-APR-2020	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	ROCKET SURGERY	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 18-SEP-2019 Published: 21-JAN-2020 Registered: 07-APR-2020	88621277 18-SEP-2019	6029061 07-APR-2020	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	WARP ZONE	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 18-SEP-2019 Published: 21-JAN-2020 Registered: 07-APR-2020	88621278 18-SEP-2019	6029062 07-APR-2020	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	GRAPEFRUIT SUPREME	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 18-SEP-2019 Published: 28-JUL-2020 Registered: 13-OCT-2020	88621272 18-SEP-2019	6172815 13-OCT-2020	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	SURLY HELL	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	97051529 29-SEP-2021	6646509 15-FEB-2022	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None

Source	Citation	Status	App No/ App Date	Reg No/ Reg Date	Goods and Services	Owner	Assignments
USPTO	SURLYFEST Cross References: SURLYFEST	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 11-OCT-2021 Published: 14-DEC- 2021 Registered: 01-MAR- 2022	97068015 11-OCT-2021	6659801 01-MAR- 2022	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None
USPTO	CYNIC	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Filed: 16-NOV-2021 Published: 04-OCT- 2022 Registered: 20-DEC- 2022	97127870 16-NOV- 2021	6929529 20-DEC- 2022	INT. CL. 32 BEER	SURLY BREWING COMPANY MINNESOTA CORPORATION 4811 DUSHARME DRIVE BROOKLYN CENTER, MINNESOTA, 55429	None

TRADEMARK

REEL: 008182 FRAME: 0025

RECORDED: 08/29/2023