

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhinegeist, LLC		11/17/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	First Financial Bank		
Street Address:	255 East Fifth Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	98015357	BEER CAT	
Serial Number:	97532556	BEER FOR HUMANS	
Serial Number:	98015339	BEERCATS	
Serial Number:	86542234	CIDERGEIST	
Serial Number:	98004395	CINCY LIGHT LAGER	
Serial Number:	86550464	DAD	
Serial Number:	86550294	FRANZ	
Serial Number:	86546926	FREIGHTGEIST	
Serial Number:	97975068	GEIST TEA	
Serial Number:	86746402	GLOW	
Serial Number:	97311588	JUICY TRUTH	
Serial Number:	97249985	JUNGLE CAT	
Serial Number:	85799981	RHINEGEIST	
Serial Number:	87557080	RHINEGEIST	
Serial Number:	87728478	RHINEGEIST	
Serial Number:	87731777	RHINEGEIST	
Serial Number:	97793097	RHINEGEIST BREWERY BEER FOR HUMANS	
Serial Number:	86551914	RHINEGEIST CINCY MADE	
Serial Number:	86554073	RHINEGEIST CINCY MADE BREWERY	

OP \$565.00 98015357

Property Type	Number	Word Mark
Serial Number:	88084995	
Serial Number:	87578309	
Serial Number:	97521386	TRUTH BOMB

CORRESPONDENCE DATA

Fax Number: 5132414551

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: 5133575297

Email: smcmillen@dbllaw.com

Correspondent Name: Stacy McMillen

Address Line 1: 221 East Fourth Street, Suite 2500

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Stacy McMillen
SIGNATURE:	/s/ Stacy McMillen
DATE SIGNED:	11/28/2023

Total Attachments: 4

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First Financial Bank
Borrower: Rhinegeist Holdings, LLC; Rhinegeist, LLC; Rhinegeist Holding Company, Inc.; Freightgeist, LLC;
Rhinegeist Properties, LLC
Loan Numbers: 821105345; 821105353; 821105361

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of November 17, 2023 by and between **RHINEGEIST, LLC**, an Ohio limited liability company ("Pledgor"), and **FIRST FINANCIAL BANK**, an Ohio state chartered bank having its principal place of business at 255 East Fifth Street, Cincinnati, Ohio 45202 Attention: William Wersel (the "Lender").

WHEREAS, the Pledgor, certain other debtors a party thereto, and the Lender are parties to that certain Loan Agreement dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement");

WHEREAS, as a condition precedent to the making of the Loans by the Lender under the Loan Agreement, the Pledgor and certain other debtors a party thereto have executed and delivered to the Lender that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Lender a security interest in, among other property, certain Intellectual Property Collateral, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement.

2. Grant of Security. The Pledgor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Pledgor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of 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;

(b) all rights of any kind whatsoever of the Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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.

Lender acknowledges that Schedule 1 does not include Trademarks that have been abandoned by Pledgor in the ordinary course of business.

3. Recordation. The Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender or its designee.

4. Loan Documents. This Trademark 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 Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

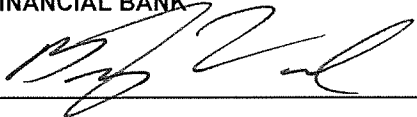
RHINEGEIST, LLC

By: 

Name: James Coleman

Title: Chief Financial Officer

FIRST FINANCIAL BANK

By: 

Name: Billy Wersel

Title: Commercial Banking Team Lead

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)

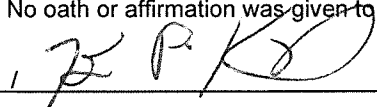
) ss

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 17th day of November 2023, by James Coleman, the Chief Financial Officer of RHINEGEIST, LLC, an Ohio limited liability company, for and on behalf of the limited liability company. This is an acknowledgement clause. No oath or affirmation was given to the signer.



KENNETH P. KREIDER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.



Notary Public

My commission expires:

SCHEDULE 1

TRADEMARKS

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
BEER CAT	98/015,357	26-May-2023			Published	Rhinegeist, LLC
BEER FOR HUMANS	97/532,556	03-Aug-2022			Allowed	Rhinegeist, LLC
BEERCATS	98/015,339	26-May-2023			Published	Rhinegeist, LLC
CIDERGEIST	86/542,234	22-Feb-2015	4,902,826	16-Feb-2016	Registered	Rhinegeist, LLC
CINCY LIGHT LAGER & Design	98/004,395	19-May-2023			Pending	Rhinegeist, LLC
DAD	86/550,464	02-Mar-2015	4,817,977	22-Sep-2015	Registered	Rhinegeist, LLC
FRANZ	86/550,294	02-Mar-2015	4,817,973	22-Sep-2015	Registered	Rhinegeist, LLC
FREIGHTGEIST	86/546,926	26-Feb-2015	5,401,959	13-Feb-2018	Registered	Rhinegeist, LLC
GEIST TEA	97/975,068	10-Feb-2022	6,913,259	29-Nov-2022	Registered	Rhinegeist, LLC
GLOW	86/746,402	03-Sep-2015	4,936,536	12-Apr-2016	Registered	Rhinegeist, LLC
JUICY TRUTH	97/311,588	14-Mar-2022	6,901,211	15-Nov-2022	Registered	Rhinegeist, LLC
JUNGLE CAT	97/249,985	02-Feb-2022	7,063,697	23-May-2023	Registered	Rhinegeist, LLC
RHINEGEIST	85/799,981	11-Dec-2012	4,449,009	10-Dec-2013	Registered	Rhinegeist, LLC
RHINEGEIST	87/557,080	04-Aug-2017	5,457,565	01-May-2018	Registered	Rhinegeist, LLC
RHINEGEIST	87/728,478	20-Dec-2017	5,508,602	03-Jul-2018	Registered	Rhinegeist, LLC
RHINEGEIST	87/731,777	22-Dec-2017	5,508,611	03-Jul-2018	Registered	Rhinegeist, LLC
RHINEGEIST BREWERY BEER FOR HUMANS (Logo)	97/793,097	13-Feb-2023			Pending	Rhinegeist, LLC
RHINEGEIST CINCY MADE	86/551,914	03-Mar-2015	4,827,070	06-Oct-2015	Registered	Rhinegeist, LLC
RHINEGEIST CINCY MADE BREWERY	86/554,073	05-Mar-2015	4,831,357	13-Oct-2015	Registered	Rhinegeist, LLC
Rhinegeist Ghost Logo	88/084,995	20-Aug-2018	5,670,597	05-Feb-2019	Registered	Rhinegeist, LLC
Rhinegeist Logo	87/578,309	22-Aug-2017	5,418,242	06-Mar-2018	Registered	Rhinegeist, LLC
TRUTH BOMB	97/521,386	26-Jul-2022			Allowed	Rhinegeist, LLC

TRADEMARK