

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rahr Corporation		10/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4438970	RAHR MALTING CO.	
<b>Registration Number:</b>	4438973	RAHR MALTING CO.	
<b>Registration Number:</b>	4442716	RAHR MALTING CO.	
<b>Registration Number:</b>	4438974	R	
<b>Registration Number:</b>	4438968	R RAHR MALTING CO.	
<b>Registration Number:</b>	4435276	R RAHR MALTING CO.	
<b>Registration Number:</b>	4404724	BSG	
<b>Registration Number:</b>	4404725	BSG	
<b>Registration Number:</b>	4404726	BSG	
<b>Registration Number:</b>	4404727	BSG	
<b>Registration Number:</b>	4404728	BSG	
<b>Registration Number:</b>	4404729	BSG	
<b>Registration Number:</b>	1743445	TRUE BREW	
<b>Serial Number:</b>	86373732	ANDANTE	
<b>Serial Number:</b>	86476488	G P	
<b>Serial Number:</b>	86476452	GILBERTSON & PAGE	
<b>Serial Number:</b>	86396609	LEGATO	
<b>Serial Number:</b>	86373741	MAESTOSO	
<b>Serial Number:</b>	86476474	OIO	

CH \$515.00 4438970

Property Type	Number	Word Mark
Serial Number:	86373740	VIVACE

**CORRESPONDENCE DATA**

**Fax Number:** 3026365454

*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:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	816380
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	10/02/2015

**Total Attachments: 7**

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## TRADEMARK COLLATERAL AGREEMENT

This 2nd day of October, 2015, Rahr Corporation, a Delaware corporation (the "*Borrower*") with its principal place of business and mailing address at 801 1st Avenue West, Shakopee, Minnesota 55379 and Brewers Supply Group, Inc., a Delaware corporation (the "*Guarantor*") with its principal place of business and mailing address at 801 1<sup>st</sup> Avenue West, Shakopee, Minnesota 55379 (collectively, the "*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of September 2, 2011 among the Debtors, certain direct and indirect subsidiaries of the Borrower, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

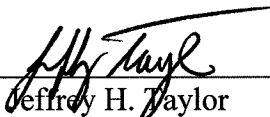
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Guarantor have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAHR CORPORATION

By   
Name: Jeffrey H. Taylor  
Title: Chief Financial Officer and Secretary

BREWERS SUPPLY GROUP, INC.

By   
Name: Jeffrey H. Taylor  
Title: Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor and Guarantor have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAHR CORPORATION

By \_\_\_\_\_  
Name: Jeffrey H. Taylor  
Title: Chief Financial Officer/Secretary

BREWERS SUPPLY GROUP, INC.

By \_\_\_\_\_  
Name: Jeffrey H. Taylor  
Title: Chief Financial Officer/Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By Elizabeth Hartman  
Name: Elizabeth Hartman  
Title: Vice President





[Signature Page to Trademark Collateral Agreement]

TRADEMARK  
REEL: 005636 FRAME: 0970



**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**RAHR CORPORATION TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>GRANTED</b>	<b>OWNED BY</b>
RAHR MALTING CO.	CANADA	889635	11/07/2014	RAHR CORPORATION
RAHR MALTING CO.	U.S.	4,438,970	11/26/2013	RAHR CORPORATION
RAHR MALTING CO.	U.S.	4,438,973	11/26/2013	RAHR CORPORATION
RAHR MALTING CO.	U.S.	4,442,716	12/03/2013	RAHR CORPORATION
	U.S.	4,438,974	11/26/2013	RAHR CORPORATION
	U.S.	4,438,968	11/26/2013	RAHR CORPORATION
	U.S.	4,435,276	11/19/2013	RAHR CORPORATION
RAHR MALTING CO.	WIPO	1174666	07/24/2013	RAHR CORPORATION
RAHR MALTING CO.	WIPO	1174665	07/23/2013	RAHR CORPORATION
	WIPO	1174272	07/23/2013	RAHR CORPORATION

**RAHR CORPORATION PENDING TRADEMARK APPLICATIONS**



<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>FILED</b>	<b>OWNED BY</b>
RAHR MALTING CO.	CANADA	1636413	07/23/2013	RAHR CORPORATION
	CANADA	1636412	07/23/2013	RAHR CORPORATION
	CANADA	1636420	07/23/2013	RAHR CORPORATION

**BREWERS SUPPLY GROUP, INC. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>GRANTED</b>	<b>OWNED BY</b>
BSG	U.S.	4,404,724	09/17/2013	BREWERS SUPPLY GROUP, INC..
BSG	U.S.	4,404,725	09/17/2013	BREWERS SUPPLY GROUP, INC.
BSG	U.S.	4,404,726	09/17/2013	BREWERS SUPPLY GROUP, INC.
	U.S.	4,404,727	09/17/2013	BREWERS SUPPLY GROUP, INC.
	U.S.	4,404,728	09/17/2013	BREWERS SUPPLY GROUP, INC.
	U.S.	4,404,729	09/17/2013	BREWERS SUPPLY GROUP, INC.
TRUE BREW	U.S.	1,743,445	12/29/1992	BREWERS SUPPLY GROUP, INC.

**BREWERS SUPPLY GROUP, INC. PENDING TRADEMARK APPLICATIONS**



MARK	COUNTRY	REG. NO.	FILED	OWNED BY
	CANADA	1709783	01/07/2015	BREWERS SUPPLY GROUP, INC.
GILBERTSON & PAGE	CANADA	1709781	01/07/2015	BREWERS SUPPLY GROUP, INC.
OIO	CANADA	1709782	01/07/2015	BREWERS SUPPLY GROUP, INC.
ALLEGRO	China	TBD	02/25/2015	BREWERS SUPPLY GROUP, INC.
ANDANTE	China	TBD	02/25/2015	BREWERS SUPPLY GROUP, INC.
LEGATO	China	TBD	02/25/2015	BREWERS SUPPLY GROUP, INC.
MAESTOSO	China	TBD	02/25/2015	BREWERS SUPPLY GROUP, INC.
VIVACE	China	TBD	02/25/2015	BREWERS SUPPLY GROUP, INC.
ANDANTE	U.S.	83/373,732	08/21/2014	BREWERS SUPPLY GROUP, INC.
	U.S.	86/476,488	12/10/2014	BREWERS SUPPLY GROUP, INC.
GILBERTSON & PAGE	U.S.	86/476,452	12/10/2014	BREWERS SUPPLY GROUP, INC.
LEGATO	U.S.	86/396,609	09/16/2014	BREWERS SUPPLY GROUP, INC.
MAESTOSO	U.S.	86/373,741	08/21/2014	BREWERS SUPPLY GROUP, INC.
OIO	U.S.	86/476,474	12/10/2014	BREWERS SUPPLY GROUP, INC.
VIVACE	U.S.	86/373,740	08/21/2014	BREWERS SUPPLY GROUP, INC.

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