

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Brewing Company		07/15/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	200 North Adams Street		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54305		
Entity Type:	National Banking Association: WISCONSIN		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86973717	SUMMIT UNION SERIES	
Serial Number:	86629914	HERE FOR YOU	
Serial Number:	86102748	UNION SERIES	
Registration Number:	4858508	SUMMIT BREWING CO.	
Registration Number:	4623641	UNCHAINED SERIES	
Registration Number:	4581892	FROST LINE RYE	
Registration Number:	4517565	SUMMIT BREWING CO.	
Registration Number:	4251540	SAGA IPA	
Registration Number:	3206612	GOOD BEER GOOD WILL	
Registration Number:	3061467	SUMMIT BREWING COMPANY	
Registration Number:	3061466	SUMMIT BREWING CO.	
Registration Number:	1918039	BEER IS MY LIFE	
Registration Number:	1901298	BEER IS MY LIFE	
CORRESPONDENCE DATA			
Fax Number:	6126046989		
<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:	612.604.6689		
Email:	tsitzmann@winthrop.com		

OP \$340.00 86973717

Correspondent Name: Timothy D. Sitzmann
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500 Capella Tower
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 6354.428

NAME OF SUBMITTER: Timothy D. Sitzmann

SIGNATURE: /Timothy D. Sitzmann/

DATE SIGNED: 08/16/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2016, is made by SUMMIT BREWING COMPANY, a Minnesota corporation (the "Grantor"), in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, (the "Bank").

WITNESSETH:

The Bank has extended credit and other financial accommodations to the Grantor, pursuant to, among other things, that certain Amended and Restated Revolving Credit Construction and Term Loan Agreement dated as of January 30, 2013 by and between the Bank and the Grantor, as amended pursuant to a First Amendment to Credit Agreement dated as of May 24, 2013, and pursuant to a Second Amendment to Credit Agreement dated as of January 24, 2014, and pursuant to a Third Amendment to Credit Agreement dated as of May 23, 2014, and pursuant to a Fourth Amendment to Credit Agreement dated as of May 27, 2015, and pursuant to a Fifth Amendment to Credit Agreement of even date herewith.

The Grantor has, pursuant to a Security Agreement of even date herewith executed by the Grantor in favor of the Bank (the "Security Agreement"), granted the Bank a security interest in the Grantor's assets to secure the Secured Obligations (as defined in the Security Agreement) including, among other things, all of the Grantor's Trademarks;

Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Fifth Amendment to Credit Agreement of even date herewith and to induce the Bank to make its extensions of credit and other financial accommodations to the Grantor thereunder, the Grantor hereby agrees with Bank as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank for the benefit of the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor, whether now owned or hereafter acquired (the "Trademark Collateral"):
 - (a) all of its Trademarks and all related Trademark Licenses providing for the grant by the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
 - (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.


2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank 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.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and related Trademark Licenses subject to a security interest hereunder.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Minnesota.

IN WITNESS WHEREOF, the 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.

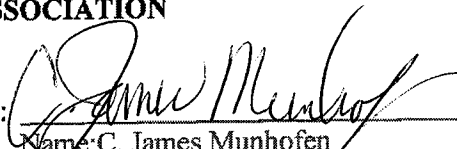
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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SUMMIT BREWING COMPANY, a
Minnesota corporation**

By: 
Name: MARK P. STRAND
Its: PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:
**ASSOCIATED BANK, NATIONAL
ASSOCIATION**

By: 
Name: C. James Munhofen
Its: Senior Vice President

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Signature Page to Trademark Security Agreement

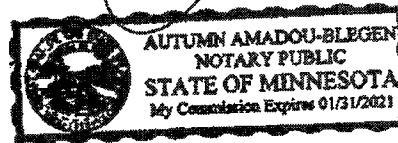
**TRADEMARK
REEL: 005856 FRAME: 0861**

ACKNOWLEDGMENT OF GRANTOR

State of MINNESOTA)
) ss.
County of RAMSEY)

On this 29 day of July, 2016 before me personally appeared MARK STUTZELD, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Summit Brewing Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



Acknowledgement of Grantor – Trademark Security Agreement

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

	Serial Number	Reg. Number	Mark
1	86973717	N/A	SUMMIT UNION SERIES
2	86629914	N/A	HERE FOR YOU
3	86102748	N/A	UNION SERIES
4	86588992	4858508	SUMMIT BREWING CO.
5	86102749	4623641	UNCHAINED SERIES
6	86102785	4581892	FROST LINE RYE
7	86039217	4517565	SUMMIT BREWING CO.
8	85532868	4251540	SAGA IPA
9	78325955	3206612	GOOD BEER GOOD WILL
10	76383607	3061467	SUMMIT BREWING COMPANY
11	76383606	3061466	SUMMIT BREWING CO.
12	74450697	1918039	BEER IS MY LIFE
13	74450077	1901298	BEER IS MY LIFE

Schedule I to Trademark Security Agreement