

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407943

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yards Brewing Company, LLC		12/02/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&T Bank		
<b>Street Address:</b>	One M&T Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	New York banking corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4074229	ALES OF THE REVOLUTION	
<b>Registration Number:</b>	4105344	BRAWLER	
<b>Registration Number:</b>	4291219	CAPE OF GOOD HOPE	
<b>Registration Number:</b>	4593843	CICADA	
<b>Registration Number:</b>	4067034	LOVE STOUT	
<b>Registration Number:</b>	4093869	LOVE STOUT	
<b>Registration Number:</b>	4067035	OLDE BARTHOLOMEW	
<b>Registration Number:</b>	4954377	PHILADELPHIA'S OWN YARDS BREWING COMPANY	
<b>Registration Number:</b>	4772191	PHILADELPHIA'S OWN YARDS BREWING COMPANY	
<b>Registration Number:</b>	4533433	SMOKE 'EM IF YOUS GOT 'EM	
<b>Registration Number:</b>	4067036	TRUBBEL DE YARDS	
<b>Registration Number:</b>	4074315	YARDS	
<b>Registration Number:</b>	2200071	YARDS	
<b>Registration Number:</b>	4302913	YARDS ALES OF THE REVOLUTION AUTHENTIC R	
<b>Registration Number:</b>	4189592	YARDS ALES OF THE REVOLUTION AUTHENTIC R	
<b>Registration Number:</b>	4209038	YARDS ALES OF THE REVOLUTION AUTHENTIC R	
<b>Registration Number:</b>	4870202	YARDS BREWING COMPANY	
<b>Registration Number:</b>	4087221	YARDS BREWING COMPANY PHILADELPHIA'S OWN	

OP \$465.00 4074229

**CORRESPONDENCE DATA****Fax Number:** 2126311241*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:** 212-714-3079**Email:** trademarks@whiteandwilliams.com**Correspondent Name:** Randy Friedberg**Address Line 1:** 7 Times Square, Suite 2900**Address Line 2:** White and Williams LLP**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Randy Friedberg
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<b>SIGNATURE:</b>	/randyfriedberg/
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<b>DATE SIGNED:</b>	12/06/2016
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**Total Attachments: 14**

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**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY  
AGREEMENT**

**THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY  
AGREEMENT** (this “**Agreement**”) is made effective as of December 5, 2016 by and between **YARDS BREWING COMPANY, LLC** (“**Assignor**”) and **M&T BANK** (“**Assignee**”).

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Assignee and Assignor (such Loan and Security Agreement, as may be amended, supplemented or restated from time to time, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend certain credit facilities to Assignor subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in substantially all of Assignor’s personal property assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All Obligations (as defined in the Loan Agreement) of Assignor to Assignee, whether now or hereafter owing or existing, are sometimes hereinafter referred to collectively as the “**Obligations**”.

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby grants to Assignee liens and security interests in, as and by way of a security interest having priority over all other security interests (other than Liens permitted under the Loan Agreement), with power of sale, to the extent permitted by law, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights

corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyright registrations and copyright applications listed on Exhibit “C” attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit “D” attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

2.2 **Security Interest (Trademarks)**. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby grants to Assignee security interests in, as and by way of a security interest having priority over all other security interests (other than Liens permitted under the Loan Documents), with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in section 2.1, above, the “**Collateral**”):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit “B”, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items

described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide, to the extent applicable, and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the rights provided in **Section 12.7** of the Loan Agreement, from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) except as otherwise permitted under the Loan Agreement, not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or

Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor, except as otherwise permitted under the Loan Agreement.

9. **Event of Default.** Upon the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**; provided however, that Assignor shall not be obligated to so indemnify Assignee to the extent that such costs and expenses result from Assignee's gross negligence, willful misconduct or bad faith.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power during the continuation of an Event of Default to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

Assignor, to the fullest extent that it may lawfully do so, hereby waives the effect and application of, and agrees that Assignee shall not be bound by, the duties and obligations imposed by 20 Pa.C.S. Section 5601.3(b) with regard to any right, power or remedy granted to Assignee in this Agreement. Such waiver is given knowingly and voluntarily by Assignor after being advised by counsel of Assignor's choosing, and is intended to encompass and apply to, individually, each instance arising in connection with this Agreement or any other Loan

Document where the obligations set forth in said 20 Pa.C.S. Section 5601.3(b) could be deemed to apply to Assignee.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth, without regard to its rules and principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.


17. **Multiple Assignors.** Where the context requires, the particular Assignor that owns or otherwise possesses rights in particular Collateral shall be the assignor and grantor of the rights and security interests herein assigned and granted. Notwithstanding the foregoing, nothing herein shall modify the obligations of the Assignor under this Agreement, and such obligations being joint and several.

**[Remainder of Page Intentionally Left Blank]**




IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective the day and year first above written.

**YARDS BREWING COMPANY, LLC**

By:   
Name/Title: Trevor R. Prichett, Chief Operating Officer

**M&T BANK**

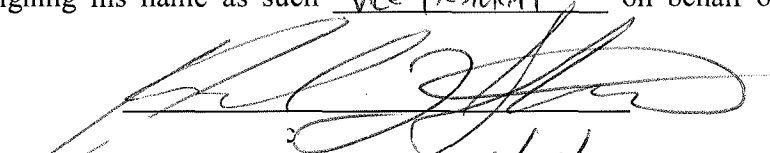
By:   
Name/Title: Richard Ellis, Vice President



**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS  
:

On this 2 day of December, 2016, before me, a Notary Public, personally appeared Richard Ellis, who acknowledged himself to be the duly elected Vice President of **M&T BANK**, and that he as such Vice President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such Vice President on behalf of Assignee.



My Commission Expires: 06/04/17

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Daniel J. Streckewald, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires June 4, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature Page to Patents, Trademarks, Copyrights and Licenses Security Agreement]

**EXHIBIT "A"**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Patents**

<u>PATENT</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE</u>
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NONE

**EXHIBIT "B"**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Trademarks**

Mark	Registration / Serial Number	Registration / Filing Date
ALES OF THE REVOLUTION	Reg. No. 4,074,229	05-24-2011
BRAWLER	Reg. No. 4,105,344	02-28-2012
CAPE OF GOOD HOPE	Reg. No. 4,291,219	02-19-2013
CICADA	Reg. No. 4,593,843	08-26-2014
LOVE STOUT	Reg. No. 4,067,034	12-06-2011
LOVE STOUT (and Design)	Reg. No. 4,093,869	01-31-2012
OLDE BARTHOLOMEW	Reg. No. 4,067,035	12-06-2011
PHILADELPHIA'S OWN YARDS BREWING COMPANY EST. 1994 PHILADELPHIA PALE ALE NON-TRADITIONAL STYLE (and Design)	Reg. No. 4,954,377	05-10-2016
PHILADELPHIA'S OWN YARDS COMPANY EST. 1994 PYNK A TART BERRY ALE (and Design)	Reg. No. 4,772,191	07-14-2015
SMOKE 'EM IF YOUS GOT 'EM	Reg. No. 4,533,433	05-20-2014
TRUBBEL DE YARDS	Reg. No. 4,067,036	12-06-2011
YARDS	Reg. No. 4,074,315	12-20-2011
YARDS	Reg. No. 2,200,071	10-27-1998 Renewed 10-27-2008
YARDS ALES OF THE REVOLUTION AUTHENTIC RECIPE GENERAL WASHINGTON'S TAVERN PORTER (and Design)	Reg. No. 4,302,913	03-12-2013
YARDS ALES OF THE REVOLUTION AUTHENTIC RECIPE POOR RICHARD'S TAVERN SPRUCE (and Design)	Reg. No. 4,189,592	08-14-2012
YARDS ALES OF THE REVOLUTION AUTHENTIC RECIPE THOMAS JEFFERSON'S TAVERN ALE (and Design)	Reg. No. 4,209,038	09-18-2012
YARDS BREWING COMPANY	Reg. No. 4,870,202	12-15-2015
YARDS BREWING COMPANY PHILADELPHIA'S OWN EST. 1994 (and Design)	Reg. No. 4,087,221	01-17-2012

BREW UNTO OTHERS	Ser. No. 87-021848	05-2-2016
PHILADELPHIA PALE ALE	Ser. No. 86-234024	03-27-2014 (Abandoned 07-29-2015)
YARDS ALES OF THE REVOLUTION AUTHENTIC RECIPE GENERAL WASHINGTON'S TAVERN PORTER (and Design)	Ser. No. 85-467646	11-8-2011 (Abandoned 08-26-2013)

EXHIBIT "C"  
TO  
PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT  
Copyrights

<u>COPYRIGHT</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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NONE

**EXHIBIT "D"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Licenses**

NONE