

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEAR DOWN BRANDS, LLC		10/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BREAKWATER CREDIT OPPORTUNITIES FUND, L.P.		
Street Address:	1999 AVENUE OF THE STARS		
Internal Address:	SUITE 3430		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4279999	PURE ENRICHMENT	
Registration Number:	4279854	PURE ENRICHMENT	
Registration Number:	4280001	STONE CASK	
Registration Number:	5197359	BRUSHEEZ	
Registration Number:	4418569	BENTGO	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	33328.002		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		

CH \$140.00 4279999

DATE SIGNED:	10/05/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BREAKWATER CREDIT OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders.

WITNESSETH:

WHEREAS, TS-Bear, LLC, a Delaware limited liability company (“Parent”), Bear Down Brands, LLC, a Delaware limited liability company (“Borrower”), Bear Down Associates, LLC, a Delaware limited liability company (“BDA”; together with Borrower and Parent, the “Loan Parties”), any other entity that becomes a Loan Party thereunder, the lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), Collateral Agent and ZB, N.A., DBA CALIFORNIA BANK & TRUST, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), have entered into a Loan and Security Agreement, dated as of October 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Lenders, and grants to the Collateral Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions 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, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

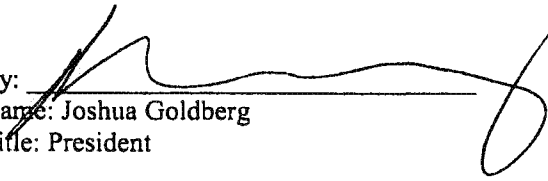
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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 NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Sections 13.5, 13.7, 13.13 and 13.14 of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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.

BEAR DOWN BRANDS, LLC,
as Grantor

By: 
Name: Joshua Goldberg
Title: President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006174 FRAME: 0715

Acknowledged and Accepted By:

**BREAKWATER CREDIT OPPORTUNITIES
FUND, L.P.**

By: **BREAKWATER INVESTMENT
MANAGEMENT, LLC**, its general partner

By: 
Name: Saif Mansour
Title: Managing Partner

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

TRADEMARK	STATUS	APPLICATION NO. / DATE	REG. NO. / DATE
PURE ENRICHMENT	Registered	85703766 14-AUG-2012	4,279,999 22-JAN-2013
PURE ENRICHMENT	Registered	85653412 15-JUN-2012	4,279,854 22-JAN-2013
STONE CASK	Registered	85704181 15-AUG-2012	4,280,001 22-JAN-2013
BRUSHEEZ	Registered	87101596 12-JUL-2016	5,197,359 2-MAY-2017
BENTGO	Registered	85876041 14-MAR-2013	4,418,569 15-OCT-2013

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.