

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITY TAP HOLDINGS, LLC		08/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FARRAGUT SBIC FUND II, LP		
Street Address:	5301 Wisconsin Avenue, NW, Suite 410		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20015		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3980510	CITY TAP HOUSE	
Registration Number:	3980512	CITY TAP HOUSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	703-712-5337		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102-4215		
ATTORNEY DOCKET NUMBER:	2057556-0034		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	08/30/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

August 30, 2019

WHEREAS, CITY TAP HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement dated as of August 30, 2019 (as such agreement may be amended and in effect from time to time, the "Loan and Security Agreement"), among Grantor, Grantor's subsidiaries identified therein, and Farragut SBIC Fund II, LP, a Delaware limited partnership ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Indebtedness (as such term is defined in the Loan and Security Agreement) and all Obligations (as such term is defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, together with any reissues, continuations, renewals or extensions thereof, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the date first written above.

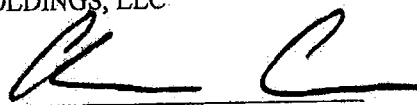
GRANTOR:

CITY TAP HOLDINGS, LLC

By: _____

Name: Christopher Coço

Title: Manager



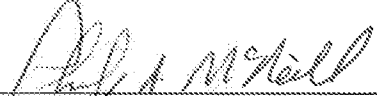
Acknowledged:

SECURED PARTY:

FARRAGUT SBIC FUND II, LP

By: Farragut Capital Partners II, LLC,
its General Partner

By: Farragut Capital Partners, Inc.,
its Manager

By: 

Name: Phillip A. McNeill

Title: President

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 006733 FRAME: 0761

Schedule 1
to
Trademark Security Agreement

A. Registered United States and Foreign Federal Trademarks

Trademark	Country	Registration Number	Owner
CITY TAP HOUSE	USA	3980510	City Tap Holdings, LLC
CITY TAP HOUSE & DESIGN	USA	3980512	City Tap Holdings, LLC

B. Pending United States and Foreign Trademark Applications

None.

C. Trademark Licenses.

None.