

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM164847

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                      |
| Abita Brewing Co., L.L.C.   |  | 02/01/2021            | Limited Liability Company:<br>LOUISIANA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Company Name:</b>  | Golub Capital LLC, as Administrative Agent |                       |   |
| <b>Street Address:</b>  | 200 Park Ave., 25th Floor                  |                       |   |
| <b>City:</b>  | New York                                   |                       |   |
| <b>State/Country:</b>   | NEW YORK                                   |                       |   |
| <b>Postal Code:</b>   | 10166                                      |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE        |                       |   |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                              | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 6746966                                    | BEERACUDA             |   |
| <b>Registration Number:</b>   | 6810246                                    | BARNEY                |   |
| <b>Registration Number:</b>   | 7203681                                    | TRUE WIT              |   |
| <b>Registration Number:</b>   | 6661367                                    | ALPHA GATOR           |   |
| <b>Serial Number:</b>   | 97493780                                   | FLUFFER NUTTER        |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 3128637867                                 |                       |   |
| <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> |  |                       |   |
| <b>Phone:</b>   | 3128637267                                 |                       |   |
| <b>Email:</b>   | jaclyn.digrande@goldbergkohn.com           |                       |   |
| <b>Correspondent Name:</b>  | Jaclyn Di Grande                           |                       |   |
| <b>Address Line 1:</b>  | 55 E Monroe St., Ste 3300                  |                       |   |
| <b>Address Line 2:</b>  | Goldberg Kohn Ltd.                         |                       |   |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603                    |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 6483.099                                   |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Jaclyn Di Grande                           |                       |   |
| <b>SIGNATURE:</b>   | Jaclyn Di Grande                           |                       |   |
| <b>DATE SIGNED:</b>   | 03/01/2024                                 |                       |   |

OP \$140.00.00 87713718

**Total Attachments: 6**

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 1, 2021, by and between ABITA BREWING CO., L.L.C. ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 30, 2015 by and among the Grantor, as Borrower ("Borrower"), the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, pursuant to that certain Security Agreement, dated as of April 30, 2015 by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, in connection with the Security Agreement, and in order to secure Grantor's Obligations, Grantor and Administrative Agent entered into that certain Trademark Security Agreement, dated as of April 30, 2015 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in one or more additional Trademarks (collectively, the "New Trademarks" and, each, a "New Trademark"); and

WHEREAS, Grantor and Administrative Agent have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add each New Trademark to such Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Amendment. The Trademark Security Agreement is hereby amended by redesignating Sections 4, 5, 6, and 7 thereto as Sections 5, 6, 7, and 8, respectively, and a new Section 4 to the Trademark Security agreement shall be inserted the appropriate numerical order as follows:

4. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks or any other related Collateral, the

provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any new Trademarks or the renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement at any time and from time to time by amending Schedule A to include any other or additional Trademarks of Grantor, in each case, with notice to Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral (as defined in the Credit Agreement), whether or not listed on Schedule A.


2. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of each New Trademark scheduled on Schedule A attached hereto.

3. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABITA BREWING CO., L.L.C.

By:   
Name: David Blossman  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Managing Director

Schedule A

Registered Trademarks

| MARK          | SERIAL NUMBER | STATUS     | REGISTRATION NUMBER | REGIS. DATE | OWNER INFORMATION         |
|---------------|---------------|------------|---------------------|-------------|---------------------------|
| SPRING LOADED | 88679651      | Registered | 6155142             | 9/15/20     | Abita Brewing Co., L.L.C. |

**Schedule A  
(continued)**

**Trademarks and Trademark Applications**

| <b>MARK</b>    | <b>SERIAL NUMBER</b> | <b>STATUS</b>                       | <b>REGISTRATION NUMBER</b> | <b>REGIS. DATE</b> | <b>OWNER INFORMATION</b>  |
|----------------|----------------------|-------------------------------------|----------------------------|--------------------|---------------------------|
| BEERACUDA      | 87713718             | Registered                          | 6746966                    | 5/31/22            | Abita Brewing Co., L.L.C. |
| BARNEY         | 90619088             | Registered                          | 6810246                    | 8/02/22            | Abita Brewing Co., L.L.C. |
| TRUE WIT       | 97694418             | Registered                          | 7203681                    | 10/24/23           | Abita Brewing Co., L.L.C. |
| ALPHA GATOR    | 90508354             | Registered                          | 6661367                    | 3/01/22            | Abita Brewing Co., L.L.C. |
| FLUFFER NUTTER | 97493780             | Pending – Application filed 7/07/22 | N/A                        | N/A                | Abita Brewing Co., L.L.C. |