

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315477

<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>
Uinta Brewing Company		08/27/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86333486	TINDER	
<b>Serial Number:</b>	86333439	DUO	
<b>Serial Number:</b>	86332433	COMPASS BOTTLES	
<b>Serial Number:</b>	86151539	UINTA TRADER	
<b>Serial Number:</b>	86200581	DETOUR	
<b>Registration Number:</b>	4533753	SEA LEGS	
<b>Registration Number:</b>	4506690	CAHOOTS	
<b>Registration Number:</b>	4495198	E N	
<b>Registration Number:</b>	4478455	UINTA HOODOO	
<b>Registration Number:</b>	4195866	HYVE	
<b>Registration Number:</b>	4337326	BABA	
<b>Registration Number:</b>	4328824	SKIPPING STONE	
<b>Registration Number:</b>	4220710	ORGANIC MIX'R	
<b>Registration Number:</b>	4207603	CROOKED LABYRINTH	
<b>Registration Number:</b>	4197061	GOLDEN SPIKE	
<b>Registration Number:</b>	4196954	UINTA	
<b>Registration Number:</b>	4199692	BIRTHDAY SUIT	
<b>Registration Number:</b>	4199691	YARD SALE	
<b>Registration Number:</b>	4195888	E N	
<b>Registration Number:</b>	4196106	HAZEL	
<b>TRADEMARK</b>			

OP \$815.00 86333486

Property Type	Number	Word Mark
Registration Number:	4192144	WYLD
Registration Number:	4191755	OAK JACKED
Registration Number:	4105605	DUBHE
Registration Number:	4139210	KING'S PEAK
Registration Number:	4139209	SUM'R
Registration Number:	4105620	CROOKED LINE
Registration Number:	4105619	COCKEYED COOPER
Registration Number:	4105618	TILTED SMILE
Registration Number:	4105601	MONKSHINE
Registration Number:	4084002	EARTH, WIND AND BEER
Registration Number:	2539893	BRISTLECONE
Registration Number:	2168100	ANGLERS

**CORRESPONDENCE DATA**

**Fax Number:** 3128637867

*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:** 312-863-7267

**Email:** jaclyn.digrande@goldbergkohn.com

**Correspondent Name:** Jaclyn Di Grande - Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 E Monroe St., Ste 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 6483.084

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 08/28/2014

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 27, 2014, by and between UINTA BREWING COMPANY, a Utah corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, UINTA ACQUISITION COMPANY, a Delaware corporation (collectively, the "Borrowers"), the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Borrowers, the other Loan Parties party thereto and Administrative Agent (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 respective Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

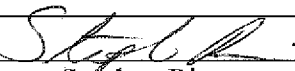
5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

*[Signature Pages Follow]*

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.


**UINTA BREWING COMPANY,**  
a Utah corporation

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By:   
Name: Stephen Rice  
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

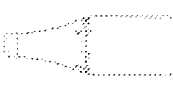

GOLUB CAPITAL LLC,  
as Administrative Agent

By:   
Name: Marc Rabigson  
Title: managing director

**Schedule A**  
**U.S. Trademarks**

Mark	Appln. No.	Filed	Regn. No.	Registered	Owner

**Trademarks**

<u>Mark</u>	<u>Application No.</u>	<u>Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
TINDER	86333486	7/10/14			Uinta Brewing Company
DUO	86333439	7/10/14			Uinta Brewing Company
COMPASS BOTTLES	86332433	7/9/14			Uinta Brewing Company
UINTA TRADER	86151539	12/23/13			Uinta Brewing Company
CONTRAIL	86292707	5/27/14			Uinta Brewing Company
DETOUR	86200581	2/21/14			Uinta Brewing Company
HOP NOSH	86086331	10/8/13			Uinta Brewing Company
(801)	85419083	9/9/11			Uinta Brewing Company
SEA LEGS	86151558	12/23/13	4533753	5/20/14	Uinta Brewing Company
CAHOOTS	85772674	11/6/12	4506690	4/1/14	Uinta Brewing Company
E N & Bottle Design	85417778	9/8/11	4495198	3/11/14	Uinta Brewing Company
					
UINTA HOODOO	85340113	6/7/11	4478455	2/4/14	Uinta Brewing Company
HYVE	85409544	8/29/11	4195866	8/21/12	Uinta Brewing Company
BABA	85585263	3/30/12	4337326	5/21/13	Uinta Brewing Company
SKIPPING STONE	85340040	6/7/11	4328824	4/30/13	Uinta Brewing Company
ORGANIC MIX'R	85435340	9/29/11	4220710	10/9/12	Uinta Brewing Company
CROOKED LABYRINTH	85419145	9/9/11	4207603	9/11/12	Uinta Brewing Company
GOLDEN SPIKE	85376559	7/20/11	4197061	8/28/12	Uinta Brewing Company
UINTA	85359949	6/29/11	4196954	8/28/12	Uinta Brewing Company
BIRTHDAY SUIT	85340151	6/7/11	4199692	8/28/12	Uinta Brewing Company
YARD SALE	85340010	6/7/11	4199691	8/28/12	Uinta Brewing Company
E N & Bottle Design	85417815	9/8/11	4195888	8/21/12	Uinta Brewing Company
					
HAZEL	85340101	6/7/11	4196106	8/21/12	Uinta Brewing Company
WYLD	85376614	6/20/11	4192144	8/14/12	Uinta Brewing Company



Mark	Application No.	Filed	Registration No.	Registration Date	Owner
OAK JACKED	85340135	6/7/11	4191755	8/14/12	Uinta Brewing Company
DUBHE	85376706	6/20/11	4105605	2/28/12	Uinta Brewing Company
KING'S PEAK	85435728	9/29/11	4139210	5/8/12	Uinta Brewing Company
SUM'R	85435634	9/29/11	4139209	5/8/12	Uinta Brewing Company
CROOKED LINE	85378371	7/22/11	4105620	2/28/12	Uinta Brewing Company
COCKEYED COOPER	85378340	7/22/11	4105619	2/28/12	Uinta Brewing Company
TILTED SMILE	85378280	7/22/11	4105618	2/28/12	Uinta Brewing Company
MONKSHINE	85376651	6/20/11	4105601	2/28/12	Uinta Brewing Company
EARTH, WIND AND BEER	85359893	6/29/11	4084002	1/10/12	Uinta Brewing Company
BRISTLECONE	76170056	11/20/00	2539893	2/19/02	Uinta Brewing Company
ANGLERS	75086064	4/10/96	2168100	6/23/98	Uinta Brewing Company