

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OSKAR BLUES BREWERY, LLC		07/08/2016	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	HPS INVESTMENT PARTNERS, LLC
Street Address:	40 WEST 57TH STREET, 33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3198713	OSKAR BLUES BREWERY
Registration Number:	3198714	OSKAR BLUES GRILL AND BREW
Registration Number:	3921192	OSKAR BLUES HOMEMADE LIQUIDS AND SOLIDS
Registration Number:	3208205	OLD CHUB
Registration Number:	3983771	MAMA'S LITTLE YELLA PILS
Registration Number:	3997561	G'KNIGHT.
Registration Number:	4208990	DEVIANT DALE'S
Registration Number:	4572575	G'KNIGHTRO
Registration Number:	4395450	MOUNTAIN PALE ALE
Registration Number:	4005798	TEN FIDY IMPERIAL STOUT
Registration Number:	4061020	GUBNA IMPERIAL IPA
Registration Number:	4111142	THE OLD CHUB WAY EXPEDITIOUS CHOW DISPEN
Registration Number:	4583977	BURNING CAN
Registration Number:	4695996	G'AFTERNOON
Registration Number:	4695484	CANIVERSARY
Registration Number:	4946355	BEERITO
Registration Number:	4895864	HOT BOX
Registration Number:	4946329	PRISCILLA
Registration Number:	3098105	DALE'S PALE ALE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86756759	DALEGATE
Serial Number:	87049951	THE DEUCE

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	050485-0030
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	07/14/2016

Total Attachments: 11

- source=Happy Hour - Trademark Security Agreement executed (2)#page1.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page2.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page3.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page4.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page5.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page6.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page7.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page8.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page9.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page10.tif
- source=Happy Hour - Trademark Security Agreement executed (2)#page11.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of July 8, 2016, by and among CIGAR CITY BREWING LLC, a Florida limited liability company (“CCB”), OSKAR BLUES BREWERY, LLC, a Colorado limited liability company (“OBB”), SALT LAKE BREWING CO., L.C., a Utah limited liability company (“SLBC”), UTAH BREWERS COOPERATIVE, L.C., a Utah limited liability company (“UBC”), and OBB PERRIN HOLDCO CORP., a Delaware corporation (“OBB Perrin”; CCB, OBB Perrin, OBB, SLBC and UBC, individually as a “Grantor” and collectively as “Grantors”), in favor of HPS INVESTMENT PARTNERS, 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 even date herewith, by and among CCB, OBB, SLBC, UBC and OBB Perrin (each individually as a “Borrower” and collectively as “Borrowers”), the other Loan Parties 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 Borrowers;

WHEREAS, pursuant to that certain Security Agreement, dated as of even date herewith, by and among Grantors, 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, each 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 such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each 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 (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of such 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 related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as such Grantor begins to use such trademark.

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. Each 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. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Page Follows]

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

OSKAR BLUES BREWERY, LLC

By: 
Name: Christopher Akelman
Title: Vice President

SALT LAKE BREWING CO., L.C.,
a Utah limited liability company, as a Borrower

By: _____
Name: Matt Fraser
Title: Chief Financial Officer

UTAH BREWERS COOPERATIVE, L.C.,
a Utah limited liability company, as a Borrower

By: _____
Name: Matt Fraser
Title: Chief Financial Officer

OBB PERRIN HOLDCO CORP.

By: 
Name: Christopher Akelman
Title: Treasurer

CIGAR CITY BREWING LLC

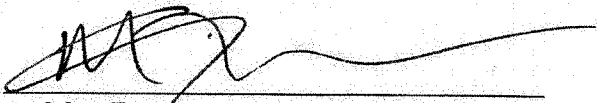
By: _____
Name: Matt Fraser
Title: Treasurer and Secretary

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

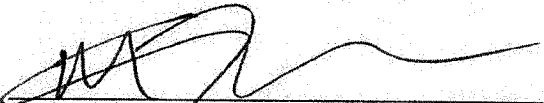
OSKAR BLUES BREWERY, LLC

By: _____
Name: Christopher Akelman
Title: Vice President

SALT LAKE BREWING CO., L.C.,
a Utah limited liability company, as a Borrower

By: 
Name: Matt Fraser
Title: Chief Financial Officer

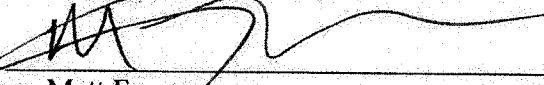
UTAH BREWERS COOPERATIVE, L.C.,
a Utah limited liability company, as a Borrower

By: 
Name: Matt Fraser
Title: Chief Financial Officer

OBB PERRIN HOLDCO CORP.

By: _____
Name: Christopher Akelman
Title: Treasurer

CIGAR CITY BREWING LLC

By: 
Name: Matt Fraser
Title: Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: Michael Fenstermacher

Name: Michael Fenstermacher

Title: Managing Director

Schedule A
Registered Trademarks

Mark	Owner	Status
OSKAR BLUES BREWERY	Oskar Blues Brewery, LLC	Registered
OSKAR BLUES GRILL AND BREW	Oskar Blues Brewery, LLC	3198713, registered 1/16/07 Registered
OSKAR BLUES HOME MADE LIQUIDS AND SOLIDS	Oskar Blues Brewery, LLC	3198714, registered 1/16/07 Registered
OLD CHUB	Oskar Blues Brewery, LLC	3921192, registered 2/15/11 Registered
DALE'S PALE ALE	Oskar Blues Brewery, LLC	3208205, registered 2/13/07 Registered
MAMA'S LITTLE YELLA PILS	Oskar Blues Brewery, LLC	3098105, registered 5/30/06 Registered
G'KNIGHT	Oskar Blues Brewery, LLC	3983771, registered 6/28/11 Registered
DEVIAANT DALES	Oskar Blues Brewery, LLC	3997561, registered 7/19/11 Registered
G'KNIGHTRO	Oskar Blues Brewery, LLC	4208990, registered 9/18/12 Registered
MOUNTAIN PALE ALE	Oskar Blues Brewery,	4572575, registered 7/22/14 Registered

Mark	Owner	Status
TEN FIDY IMPERIAL STOUT and design 	Oskar Blues Brewery, LLC	4395450, registered 9/3/13 Registered 4,005,798, registered 8/2/11
GUBNA IMPERIAL IPA and design 	Oskar Blues Brewery, LLC	Registered 4061020, registered 11/22/11
THE OLD CHUB WAY EXPEDITIONARY CHOW DISPENSARY (stylized) 	Oskar Blues Brewery, LLC	Registered 4111142, registered 3/13/12
BURNING CAN	Oskar Blues Brewery, LLC	Registered
G' AFTERNON	Oskar Blues Brewery, LLC	4583977, registered 8/12/14 Registered
DALEGATE	Oskar Blues Brewery, LLC	4695996, 3/3/2015 Pending 86756759, 9/15/15
CANIVERSARY	Oskar Blues Brewery, LLC	Registered 4695484, 3/3/2015
Beerito	Oskar Blues Brewery,	Registered

Mark	Owner	Status
	LLC	4946355, 4/26/2016
HOT BOX	Oskar Blues Brewery, LLC	Registered 4895864, 2/2/16
Priscilla	Oskar Blues Brewery, LLC	Registered 4946329, 4/26/2016
The Deuce	Oskar Blues Brewery, LLC	Pending 87049951, 5/25/16
DALE'S PALE ALE	Oskar Blues Brewery, LLC	Registration No.: 3098105 Registered: May 30, 2006

Mark	U.S. Serial No.	Filing Date	U.S. Reg. No.	Reg. Date	Registrar/Applicant
CAPT. BASTARD'S OATMEAL STOUT	74/581,875	4-Oct-94	1,925,760	10-Oct-95	Salt Lake Brewing Co., L.C.
FULL SUSPENSION PALE ALE	75/232,357	01-Jan-97	2,127,348	6-Jan-98	Salt Lake Brewing Co., L.C.
GHOSTRIDER	85/627,491	16-May-12	4,293,492	19-Feb-13	Utah Brewers Cooperative, L.C.
GOOD FOR WHAT ALES YOU	74/584,560	12-Oct-94	2,007,460	15-Oct-96	Salt Lake Brewing Co., L.C.
GOOD FOR WHAT ALES YOU	74/084,454	1-Aug-90	1,656,409	10-Sep-91	Salt Lake Brewing Co., L.C.
HELL'S KEEP	77/659,622	29-Jan-09	3,779,201	15-Feb-11	Salt Lake Brewing Co., L.L.C.
HOP RISING	77/959,493	15-Mar-10	3,953,411	3-May-11	Salt Lake Brewing Co., L.C.
SQUATTERS	74/587,966	20-Oct-94	1,939,613	5-Dec-95	Salt Lake Brewing Co., L.C.
SQUATTERS	74/587,766	20-Oct-94	1,979,254	11-Jun-96	Salt Lake Brewing Co., L.C.
SQUATTERS	74/587,975	20-Oct-94	1,985,070	9-Jul-96	Salt Lake Brewing Co., L.C.
BLACK OIL ANTERN	86082869	4-Oct-13	4633914	4-Nov-14	Utah Brewers Cooperative, L.C.

Mark	U.S. Serial No.	Filing Date	U.S. Reg. No.	Reg. Date	Registrant/Applicant
BOBSLED	86177766	28-Jan-14	4580163	5-Aug-14	Utah Brewers Cooperative, LLC
BUMPER CROP	86184494	4-Feb-14	4597054	2-Sep-14	Utah Brewers Cooperative, L.C.
CHASING TAIL GOLDEN ALE	86165846	15-Jan-14	4580121	5-Aug-14	Utah Brewers Cooperative, LLC
DEVASTATOR	86161283	9-Jan-14	n/a	n/a	Utah Brewers Cooperative, L.C.
LAST ONE IN	86162025	9-Jan-14	4634169	4-Nov-14	Utah Brewers Cooperative, LLC
LIVE AND LET LIVE	86184377	4-Feb-14	4765360	30-Jun-15	Utah Brewers Cooperative, L.C.
OFF DUTY INDIA PALE ALE	86135935	5-Dec-13	4634096	4-Nov-14	Utah Brewers Cooperative, L.C.
OUTER DARKNESS	86177752	28-Jan-14	4580162	5-Aug-14	Utah Brewers Cooperative, LLC
PASTOR CURFEW	86805116	30-Oct-15	n/a	n/a	Utah Brewers Cooperative, L.C.
PARTY IN A BOX	86177589	28-Jan-14	4687161	n/a	Utah Brewers Cooperative, LLC
POLYGAMY PORTER	85/591439	6-Apr-12	4245494	20-NOV-12	Utah Brewers Cooperative, L.C.
POLYGAMY PORTER	85/590904	6-APR-12	4253333	4-DEC-12	Utah Brewers Cooperative, L.C.
PROVO GIRL	86167082	16-Jan-14	4580134	5-Aug-14	Utah Brewers Cooperative, LLC
RESPECT YOUR MOTHER	86184362	4-Feb-14	4634257	4-Nov-14	Utah Brewers Cooperative, LLC
SNAP DOWN HEADER	86162018	9-Jan-14	4634168	4-Nov-14	Utah Brewers Cooperative, LLC
SLICKROCK	86804013	29-Oct-15	4978076	14-Jun-16	Utah Brewers Cooperative, L.C.
SQUASATCH HOPPY PILSNER	86805196	30-Oct-15	n/a	n/a	Utah Brewers Cooperative, L.C.
WE DRINK OUR SHARE AND SELL THE REST	86877122	15-Jan-16	4983325	21-Jun-16	Utah Brewers Cooperative, L.C.
WASATCH BEERS	86163765	13-Jan-14	4580032	5-Aug-14	Utah Brewers Cooperative, LLC
WEE PEAT SCOTTISH ALE	86184385	4-Feb-14	n/a	n/a	Utah Brewers Cooperative, L.C.
FIRST ONE DOWN	86400110	Pending application	n/a	n/a	Utah Brewers Cooperative, L.C.

Mark	U.S. Serial No.	Filing Date	U.S. Reg. No.	Reg. Date	Registrant/Applicant
		filed 19-SEP-14			
WELLIED IRISH STOUT	86400035	Pending application filed 19-SEP-14	n/a	n/a	Utah Brewers Cooperative, L.C.
APPLE-A-DAY	86293585	Pending application filed 28-MAY-14	n/a	n/a	Utah Brewers Cooperative, L.C.

Mark	Owner	Status
PERRIN BREWING COMPANY	OBB PERRIN HOLDCO CORP	Registered 4915662, 3/8/2016
98 PROBLEMS (CUZ' A HOP AIN'T ONE	OBB PERRIN HOLDCO CORP	Application No.: 86626576 Filed: May 12, 2015

Mark	Owner	Status
CCB	Cigar City Brewing LLC	Registration No.: 4,459,000 Registered: Dec. 31, 2013
CIGAR CITY BREWING	Cigar City Brewing LLC	Registration No.: 4,665,481 Registered: Jan. 6, 2015
CIGAR CITY BREWING [OVAL LOGO]	Cigar City Brewing LLC	Registration No.: 4,528,243 Registered: May 13, 2014
FLORIDA CRACKER	Cigar City Brewing LLC	Registration No.: 4,583,813 Registered: Aug. 12, 2014

Mark	Owner	Status
HOPPED ON HIGH SEAS	Cigar City Brewing LLC	Registration No.: 4,600,418 Registered: Sep. 9, 2014
HOTTER THAN HELLES	Cigar City Brewing LLC	Registration No.: 4,648,932 Registered: Dec. 2, 2014
HUMDOR SERIES	Cigar City Brewing LLC	Registration No.: 4,392,339 Registered: Aug. 27, 2013
HUNNAHPU'S	Cigar City Brewing LLC	Registration No.: 4,392,338 Registered: Aug. 27, 2013
HUNNAHPU'S DAY	Cigar City Brewing LLC	Registration No.: 4,396,207 Registered: Sep. 3, 2013
INVASION	Cigar City Brewing LLC	Registration No.: 4,622,538 Registered: Oct. 14, 2014
JAI ALAI	Cigar City Brewing LLC	Registration No.: 4,571,821 Registered: July 22, 2014
TOCOBAGA	Cigar City Brewing LLC	Registration No.: 4,571,987 Registered: July 22, 2014
THE PEREGRINATION PROJECT	Cigar City Brewing LLC	Application No.: 86/451,192 Filed: November 11, 2014