

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mass. Bay Brewing Company, Inc.		05/15/2017	Corporation: MASSACHUSETTS
Windsor Brewing Company, LLC		05/15/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: MASSACHUSETTS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2504109	CATAMOUNT
Registration Number:	2533961	CATAMOUNT ENJOY VERMONT
Registration Number:	4420510	AMERICAN CRAFT BEER FEST
Registration Number:	4839630	DRINK. LAUGH. REPEAT.
Registration Number:	4888193	HARPOON TAKE 5
Registration Number:	4970625	CAMP WANNAMANGO
Registration Number:	4974696	EHOP
Registration Number:	5000076	HOPPY ADVENTURE
Registration Number:	5044756	HARPOON
Registration Number:	5169240	SUMMER VACATION
Serial Number:	87054933	FLANNEL FRIDAY
Serial Number:	87289384	HARPOON

CORRESPONDENCE DATA

Fax Number: 6174496999

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: 6174496929

TRADEMARK

Email: wballard@jonesday.com
Correspondent Name: Wendy Ballard
Address Line 1: 100 High Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 741887-600007

NAME OF SUBMITTER: Wendy Ballard

SIGNATURE: /Wendy Ballard/

DATE SIGNED: 05/19/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 15, 2017 is made among Mass. Bay Brewing Company, Inc., a Massachusetts corporation and Windsor Brewing Company, LLC (each a "Grantor" and collectively, the "Grantors"), and Citizens Bank, National Association, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors and the Administrative Agent, among others, are parties to the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Reaffirmation Agreement, dated as of the date hereof, (the "Reaffirmation Agreement") which reaffirms the obligations of each Grantor under the Guarantee and Collateral Agreement, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Reaffirmation Agreement and the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Borrower Obligations and Guarantor Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASS. BAY BREWING COMPANY, INC., as Grantor

By: Wm G Dible
Name: Werner G. Dible
Title: SVP, CFO

WINDSOR BREWING COMPANY, LLC, as Grantor

By: Wm G Dible
Name: Werner G. Dible
Title: Authorized Agent

CITIZENS BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Srbui Seferian
Title: Director

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASS. BAY BREWING COMPANY, INC., as Grantor

By: _____
Name:
Title:

WINDSOR BREWING COMPANY, LLC, as Grantor

By: _____
Name:
Title:

CITIZENS BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Srđui Seferian
Title: Director

**SCHEDULE 1
to Trademark Security Agreement**

Registered Trademarks

Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Windsor Brewing Company, LLC	CATAMOUNT	76/164,200	2,504,109	November 6, 2001	Ale, beer, porter and stout; in IC 32
Windsor Brewing Company, LLC	CATAMOUNT ENJOY VERMONT & DESIGN	76/164,304	2,533,961	January 29, 2002	Ale, beer, porter and stout; in IC 32
Mass. Bay Brewing Company, Inc.	AMERICAN CRAFT BEER FEST	85/521,746	4,420,510	October 22, 2013	Organizing and conducting entertainment and education exhibitions in the nature of a beverage festival, featuring beer tasting, information on beer and beer making, and food; in IC 32
Mass Bay Brewing Company, Inc.	DRINK. LAUGH. REPEAT.	86/389,507	4,839,630	October 27, 2015	Beer; in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON TAKE 5	86/567,660	4,888,193	January 19, 2016	Beer; in IC 32

Mass. Bay Brewing Company, Inc.	CAMP WANNAMANGO	86/793,510	4,970,625	May 31, 2016	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	EHOP	86/618,194	4,974,696	June 7, 2016	Beer, IC 32
Mass. Bay Brewing Company, Inc.	HOPPY ADVENTURE	86/742,601	5,000,076	July 12, 2016	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON	86/900,305	5,044,756	September 20, 2016	Root beer, in IC 32
Mass. Bay Brewing Company, Inc.	SUMMER VACATION	86/707,061	5,169,240	March 28, 2017	Beer, in IC 32

Pending Trademark Applications

Owner of Record	Trademark	Application Number	Filing Date	Goods
Mass. Bay Brewing Company, Inc.	FLANNEL FRIDAY	87/054,933	May 31, 2016	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON	87/289,384	January 4, 2017	Clothing, namely, shirts, t-shirts, long sleeve t-shirts, tank tops, polo shirts, bike jerseys, golf shirts, sweatshirts, hoodies, vests, jackets, scarves, socks, belts, hats and caps, in IC 025