

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chesapeake & Delaware Brewing Company LLC		04/19/2019	Limited Liability Company: DELAWARE
Iron Hill Brewery, LLC		04/19/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Chartered Bank: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4639847	INSPIRE LOYALTY
Registration Number:	5597600	CLOCK OUT
Registration Number:	5493759	FROM TAP TO TABLE
Registration Number:	5482593	CRAFT KITCHEN. SCRATCH BREWERY.
Registration Number:	5479230	IRON HILL BREWERY & RESTAURANT
Registration Number:	5345162	IRON HILL BREWERY
Registration Number:	5196893	REINDEER'S REVENGE
Registration Number:	4936018	ORE HOUSE
Registration Number:	4898213	PIG IRON
Registration Number:	4908095	WHITE IRON
Registration Number:	4936040	WITBERRY
Registration Number:	5020356	BEDOTTER
Registration Number:	5362257	THE CANNIBAL
Registration Number:	5189010	F-RED
Registration Number:	4337952	KING OF THE HILL REWARDS CLUB
Registration Number:	3467236	IRON HILL BREWERY & RESTAURANT

OP \$415.00 4639847

CORRESPONDENCE DATA**Fax Number:** 3023972713*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:** 302-777-6548**Email:** lambc@pepperlaw.com**Correspondent Name:** Pepper Hamilton LLP**Address Line 1:** 1313 Market Street**Address Line 2:** Hercules Plaza, Suite 5100**Address Line 4:** Wilmington, DELAWARE 19899

NAME OF SUBMITTER:	Chris Lamb
SIGNATURE:	/Chris Lamb/
DATE SIGNED:	04/29/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of April 19, 2019 by and between (i) **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a federal savings bank, as bank (“**Bank**”), (ii) **CHESAPEAKE & DELAWARE BREWING COMPANY LLC**, a Delaware limited liability company, as grantor (“**Chesapeake & Delaware**”), and (iii) **IRON HILL BREWERY, LLC**, a Delaware limited liability company, as grantor (“**Iron Hill**”, and together with Chesapeake & Delaware, the “**Grantors**”, and each a “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Iron Hill, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and between Iron Hill and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Chesapeake & Delaware has entered into a Guaranty and Suretyship Agreement, dated as of the date hereof, by and among Chesapeake & Delaware, the other Guarantors (as defined therein), and Bank. Bank is willing to make the Loans to Iron Hill, but only upon the condition, among others, that the Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Loan Parties under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Security Agreement, each Grantor has granted to Bank a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Security Agreement), the Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto under the name of the respective Grantor (collectively, the “**Copyrights**”);

2. Any and all trade secrets now or hereafter existing, created, acquired or held (collectively, the “**Trade Secrets**”);

3. Any and all patents, patent applications and like protections including, without limitation, improvements, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto under the name of the respective Grantor (collectively, the “**Patents**”);

4. Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto under the name of the respective Grantor (collectively, the “**Trademarks**”);

5. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

6. Any and all licenses and other rights to use the Copyrights, Patents, Trade Secrets and Trademarks, and all license fees and royalties arising from such use to the extent permitted by such licenses or other rights; and

7. Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE STATE OF NEW YORK SHALL WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2502 West 6th Street
Wilmington, DE 19805
Attn: Kevin Finn
Fax: 302-652-4115

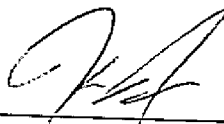
Email: Kfinn@ironhillbrewery.com

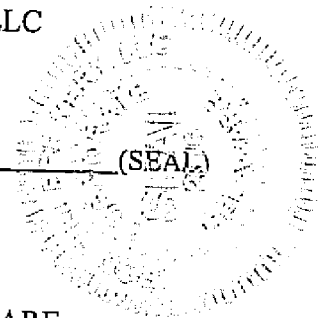
2502 West 6th Street
Wilmington, DE 19805
Attn: Kevin Finn
Fax: 302-652-4115

Email: Kfinn@ironhillbrewery.com


GRANTOR:

IRON HILL BREWERY, LLC

By: 
Name: Kevin Finn
Title: President



CHESAPEAKE & DELAWARE
BREWING COMPANY LLC

By: 
Name: Kevin Finn
Title: Manager

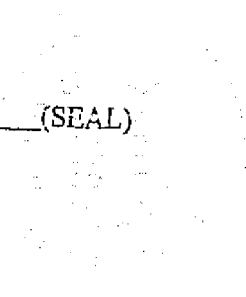


EXHIBIT A

Copyrights

- a. Chesapeake & Delaware Brewing Company LLC

No copyright registrations.

- b. Iron Hill Brewery, LLC

No copyright registrations.

EXHIBIT B

Patents

- a. Chesapeake & Delaware Brewing Company LLC

No patents or patent applications.

- b. Iron Hill Brewery, LLC

No patents or patent applications.


EXHIBIT C

Trademarks

a. Chesapeake & Delaware Brewing Company LLC

Mark	Design	Application Number	Application Date	Registration Number	Registration Date
INSPIRE LOYALTY	INSPIRE LOYALTY	86149238	20-DEC-2013	4639847	18-NOV-2014

b. Iron Hill Brewery, LLC

Mark	Design	Application Number	Application Date	Registration Number	Registration Date
CLOCK OUT	Clock Out	87804006	20-FEB-2018	5597600	30-OCT-2018
FROM TAP TO TABLE	From Tap To Table	87523835	11-JUL-2017	5493759	12-JUN-2018
CRAFT KITCHEN. SCRATCH BREWERY.	Craft Kitchen, Scratch Brewery.	87523866	11-JUL-2017	5482593	29-MAY-2018
IRON HILL BREWERY & RESTAURANT		87516685	05-JUL-2017	5479230	29-MAY-2018
IRON HILL BREWERY	IRON HILL BREWERY	87379602	21-MAR-2017	5345162	28-NOV-2017
REINDEER'S REVENGE	Reindeer's Revenge	86929826	04-MAR-2016	5196893	02-MAY-2017
ORE HOUSE	ORE HOUSE	86682274	02-JUL-2015	4936018	12-APR-2016

PIG IRON	Pig Iron	86682431	02-JUL-2015	4898213	09-FEB-2016
WHITE IRON	White Iron	86682456	02-JUL-2015	4908095	01-MAR-2016
WITBERRY	Witberry	86682477	02-JUL-2015	4936040	12-APR-2016
BEDOTTER	Bedotter	86682513	02-JUL-2015	5020356	16-AUG-2016
THE CANNIBAL	The Cannibal	86682532	02-JUL-2015	5362257	26-DEC-2017
F·RED	F·RED	86682551	02-JUL-2015	5189010	25-APR-2017
KING OF THE HILL REWARDS CLUB	king of hill	85720672	05-SEP-2012	4337952	21-MAY-2013
IRON HILL BREWERY & RESTAURANT	IRON HILL BREWERY & RESTAURANT	77336345	26-NOV-2007	3467236	15-JUL-2008