

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tallgrass Brewing Company		09/17/2019	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Klaton Properties, LLC		
Street Address:	3024 SW Wanamaker Road		
Internal Address:	Suite 300		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66614		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4688581	BUFFALO SWEAT	
Registration Number:	4828479	EXPLORE. CREATE. SHARE.	
Registration Number:	4843833	HALCYON	
Registration Number:	4742406	VANILLA BEAN BUFFALO SWEAT	
Registration Number:	4811079	VELVET ROOSTER	
Registration Number:	4688583	ZOMBIE MONKIE	
Registration Number:	4742407	TALLGRASS BREWING CO	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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>			
Phone:	913-647-9050		
Email:	tmdocketing.herman@hoveywilliams.com		
Correspondent Name:	Joan O. Herman / HOVEY WILLIAMS LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	Joan Optican Herman		
SIGNATURE:	/Joan Optican Herman/		

CH \$190.00 4688581

DATE SIGNED:

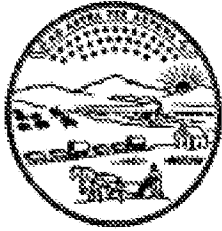
11/20/2019

Total Attachments: 12

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2019 Sep 17 PM 5:21
CLERK OF THE RILEY COUNTY
CASE NUMBER: 2018-CV-000199
PII COMPLIANT



Court: Riley County
Case Number: 2018-CV-000199
Case Title: Landmark National Bank vs. Tallgrass Brewing Company, et al.
Type: ORDER CONFIRMING SALE OF REAL ESTATE ORDER TO DISBURSE AND ORDER APPROVING SALE

SO ORDERED.

A handwritten signature in black ink that reads "John F. Bosch". The signature is written in a cursive, flowing style.

/s/ Honorable John F. Bosch, District Court Judge

IN THE DISTRICT COURT OF RILEY COUNTY, KANSAS

LANDMARK NATIONAL BANK,)
Plaintiff/Counterclaim Defendant,)
vs.) 2018 CV 199
)
TALLGRASS BREWING COMPANY, et al.,)
Defendants,) Title to Real Estate
) Involved

UNITED STATES OF AMERICA,)
SMALL BUSINESS ADMINISTRATION,)
KANSAS CENTER FOR ENTREPRENEURSHIP, INC.)
Counterclaim Plaintiff and Cross Claimants,)
vs.)
)
TALLGRASS BREWING COMPANY,)
UNITED STATES OF AMERICA,)
SMALL BUSINESS ADMINISTRATION,)
KANSAS CENTER FOR ENTREPRENEURSHIP, INC)
JEFFREY GILL,)
TRICIA GILL,)
OLD DOMINION FREIGHT LINE, INC.,)
ARDAGH METAL BEVERAGE USA, INC.,)
MID-AMERICAN WATER & PLUMBING,)
Cross Claim Defendants,)
)

KANSAS CENTER FOR ENTREPRENEURSHIP, INC.)
Third Party Petition Plaintiff,)
)
vs.)
)
)
M2 LEASE FUNDS LLC; UNIVEST CAPITAL, INC.,)
DE LAGE LANDEN FINANCIAL SERVICES, INC.,)
GENERAL ELECTRICT CREDIT CORPORATION OF)
TENNESSEE,)
Third Party Defendants.)

**ORDER CONFIRMING SALE OF REAL ESTATE
ORDER TO DISBURSE
AND
ORDER APPROVING SALE OF PERSONAL PROPERTY**

Now, comes on for hearing on at 10:30 am on September 6, 2019 (the “**Hearing**”), the Motion of the plaintiff for an Order Confirming Sale (the “**Motion**”). The plaintiff, Landmark National Bank (the “**Plaintiff**”) appears by and through counsel David H. Snapp of David H. Snapp, LC, Dodge City, Kansas and in person by representative David H. Snapp. Klaton Properties, LLC, (the “**Buyer**”) appears by and through counsel Andrew J. Nazar, of Polsinelli, PC, Kansas City, Missouri and in person by in house counsel Jennifer Sourk. There are no other appearances by any defendant, including by Tallgrass Brewing Company (the “**Borrower**”). Tallgrass Tap House, LLC, (the “**Tap House**”) sought intervention herein, but has been denied intervention by separate order. The Court finds that service of the Motion and notice of the Hearing is proper and no further notice needs to be provided.

The Court, after reviewing the file and hearing the statements of counsel and testimony from Plaintiff representative David H. Snapp and the Court’s previous Journal Entry of Foreclosure finding that Plaintiff holds the first and prior lien on the Real Property and Personal Property described herein, finds that the real estate premises described herein was sold to the Buyer at the Sheriff’s sale on July 11, 2019 (the “**Real Property Sale**”); that the Real Property Sale was in all respects in conformity with applicable law and the orders of this Court; and that a return has been duly filed by the Sheriff.

IT IS THEREFORE ORDERED that the Real Property Sale be and is hereby APPROVED

AND CONFIRMED, for the following real property and fixtures in the amount of [REDACTED]:

Lot Twenty-eight (28), Manhattan Corporate Technology Park, Unit 3, a Subdivision in the City of Manhattan, Riley County, Kansas, now commonly known as 5960 Dry Hop Circle, Manhattan, Kansas 66502

And formerly known as:

A tract of land in the Northwest Quarter of Section 32, Township 10 South, Range 7 East of the 6th Principal Meridian in Riley County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Section 32; thence S 0° 21' 57" W along the West line of said Section 32, 879.44 feet; thence S 89° 38' 03" E, 20 feet to the Southwest corner of Lot 5, Manhattan Corporate Technology Park, Unit 2; thence continuing S 89° 38' 03" E along the South line of said Lot 5, 310.00 feet to the Point of Beginning; thence continuing S 89° 38' 03" East along the South line of said Lot 5, 140.00 feet, to the Southeast corner of said Lot 5; thence continuing S 89° 38' 03" E, 400.00 feet; thence S 38° 33' 42" E, 167.11 feet; thence S 0° 21' 57" W, 600.00 feet; thence S 39° 17' 36" W, 167.11 feet; thence N 46° 23' 28" W, 511.56 feet to a point on the Easterly line of a proposed street right-of-way; thence along the Easterly line of said proposed right-of-way, on a curve to the left, 151.16 feet, said curve have a chord that bears N 23° 00' 45" W, 119.33 feet to a point on the North line of said proposed street right-of-way; thence N 89° 38' 03" W, along said North right of way, 120.00 feet; thence N 0° 21' 57" E, 400.00 feet back to the point of Beginning, which was formerly commonly known as 5960 Technology Cir., Manhattan, KS 66503.

Together with:

all existing or subsequently erected buildings, improvements and fixtures; all easements, rights of way, and appurtenances, all water, water rights, watercourses, and ditch rights (including stock in utilities with ditch or irrigation rights) and all other rights, royalties and profits relating to the real property, including without limitation all minerals, oil, gas geothermal and similar matters) and all equipment, fixtures, and other articles of personal property now owned by Borrower, and no or hereafter attached or affixed to the real property described above together with all accessions, parts, additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refund premiums) from any sale or other disposition of the property described herein

(collectively the “**Real Property**”)¹ and that a certificate of purchase shall be issued to the Buyer for such Real Property.

IT IS FURTHER ORDERED that aside from the Small Business Administration (the “**SBA**”), there are no rights of redemption for the Real Property, and that upon the expiration of the redemption period for SBA of twelve months from the date of Real Property Sale, or a release thereof by the SBA, a Sheriff’s deed for the Real Property shall be issued to Buyer or its assignee, as the holder of the Certificate of Purchase. In the event said Defendants or any of them or anyone claiming under them shall fail to deliver possession of said Real Property to Buyer upon request of the Buyer or its successors or assigns, a Writ of Assistance shall issue out of this Court without further Order or notice for the purpose of placing Buyer in peaceful possession thereof.

IT IS FURTHER ORDERED the Court finds the amount of the bid of [REDACTED] was a fair and reasonable bid for the Real Property and that all proceedings for the Real Property Sale were fair, reasonable and made pursuant to and in conformity with Kansas law and the Orders of this Court.

IT IS FURTHER ORDERED that the Clerk of the District Court disburse the proceeds of Sale as follows:

Landmark National Bank
701 Poyntz
Manhattan, KS 66502

[REDACTED]

United States of America, Small Business Administration

[REDACTED]

¹ For the avoidance of doubt, this does not include the proceeds of the Sale (as defined in this Order) being confirmed in this Order.

C/O Tanya Wilson Assistant United States Attorney
United States Department of Justice
290 Federal Bldg.
444 SE Quincy St.
Topeka, KS 66683

IT IS FURTHER ORDERED that the Court further finds based on the testimony of Plaintiff's representative at the Hearing, the statement and arguments of counsel for the Plaintiff the Buyer, and the Tap House, that the sale of Borrower's tangible and intangible personal property to Buyer for its bid of [REDACTED] at a private sale as described by the Journal Entry of Foreclosure (the "**Personal Property Sale**" and collectively with the Real Property Sale, the "**Sale**") is hereby APPROVED AND CONFIRMED, found to be commercially reasonable, made in conformity with Kansas law and orders of this Court for the reasons stated on the record by the Court. The personal property sold at the Personal Property Sale is described as:

All of the following which Borrower owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the property is located at and/or was used for Borrower and its brewing operations, together with all proceeds and products thereof, including but not limited to all parts, accessories, repairs, replacements, improvements and accessions, and wherever located: **INVENTORY**: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Borrower's business. **EQUIPMENT**: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools. **ACCOUNTS AND OTHER RIGHTS TO PAYMENT**: All rights to payments, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed or assigned. This includes any rights and interests (including all liens) which Borrower may have by law or agreement against any account debtor or other obligor of Borrower. **INSTRUMENTS AND CHATTEL PAPER**: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper. **GENERAL INTANGIBLES**: All general intangibles,

including, but not limited to, (a) tax refunds, (b) patents, patent applications (including originals, divisions, continuations, continuations-in-part, extensions, reexaminations and reissues thereof), patent disclosures, inventions and invention disclosures (whether or not patentable), (c) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, transliterations, adaptations, derivations and combinations of the foregoing), websites, and Internet domain names, and franchises, together with all goodwill associated with each of the foregoing, (d) copyrights and copyrightable works, (e) registrations and applications for any of the foregoing, (f) trade secrets, confidential information, customer lists, data and customer records, reports, software development methodologies, source code, technical information, proprietary business information, process technology, plans, drawings, blue prints, know-how and inventions (whether patentable or unpatentable and whether or not reduced to practice), (g) all (1) computer programs, architectures, libraries, firmware and middleware, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (2) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (3) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing and (4) all programmer and user documentation, including user manuals and training materials, relating to any of the foregoing, (h) all rights of publicity, including the right to use the name, voice, likeness, signature and biographies of real persons, together with all goodwill related thereto, (i) all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, (1) relating to any Intellectual Property that is owned, purported to be owned or controlled by Borrower, that Borrower has granted rights for or has been granted rights to, or that is used in, is necessary for, or is otherwise related to the conduct of the business, or (2) otherwise affecting the Borrower's ability to use or disclose any Intellectual Property, in each case to which Borrower is a party, beneficiary or otherwise bound, (j) all other intellectual or proprietary rights, and (k) the right to use the name of Borrower.

(collectively the “**Personal Property**”).² There are no rights of redemption for the Personal Property, therefore Plaintiff is instructed to issue an appropriate Bill of Sale transferring title to

² Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Kansas Uniform Commercial Code.

such Personal Property to Buyer upon receipt of [REDACTED] by Plaintiff, and that such proceeds should be retained by the Plaintiff when received by the Plaintiff for application against the Plaintiff's judgment. Plaintiff has sold all of its right, title and interest in the Personal Property, and the Buyer has not agreed and does not agree that the Personal Property is subject to that certain License and Consulting Agreement, as may be amended (the "**License Agreement**") between the Tap House and the Borrower. No determination is made herein whether the Personal Property is subject to the License Agreement, but nothing in this Order shall be interpreted or infer that the Buyer has agreed or does agree to take, or has taken, the Personal Property subject to the License Agreement.

IT IS THEREFORE THE ORDER OF THIS COURT that said Motion is hereby GRANTED, and that the Clerk of this Court is hereby directed to make an entry on the journal of this Court that this Court is satisfied with the legality of said Sale, the notice and publication of said Sale, the manner and mode of such Sale, the amount bid at such Sale, that all procedures taken to sell the Real Property and Personal Property described herein are in conformity with the orders of this Court and Kansas Law and that the Sale is fully confirmed for the reasons stated on the record by the Court at the Hearing.

THIS ORDER IS EFFECTIVE AS OF THE DATE OF THE ATTACHED SIGNATURE PAGE.

Submitted by:

s/ David H. Snapp

David H. Snapp, SC#10769
DAVID H. SNAPP, LC
100 Military Plaza, Suite 204
Dodge City, KS 67801
620-225-5051
Fax: 620-225-7621
dsnapp3@starrtech.net

s/Andrew J. Nazar

Andrew J. Nazar (KS #23811)
900 W. 48th Place, Suite 900
Kansas City, MO 64112
816-753-1000
Fax No: 816-753-1536
anazar@polsinelli.com

Bill of Sale

THIS BILL OF SALE (this "Bill of Sale") is made, executed, and delivered by Landmark National Bank (the "Seller") in favor of Klaton Properties, LLC, and its successors and assigns (the "Buyer").

WHEREAS, on May 15, 2014, Seller loaned certain funds to Tallgrass Brewing Company, a Kansas corporation (the "Borrower"), and took a security interest in all personal and real property owned by Borrower to secure such loans;

WHEREAS, Borrower defaulted in its obligations to Seller, and on September 14, 2018, the Seller filed its Petition to Foreclose (the "Petition") in Riley County District Court (the "Court") as case number 2018-cv-000199 (the "Foreclosure Case") seeking to foreclose its first perfected and prior lien on all real and personal property in which Borrower had an interest (collectively, the "Property");

WHEREAS, on April 4, 2019, the Seller was granted judgment on its Petition, and the Court determined that the Seller had a first and prior lien on the Property, awarded the right to foreclose on Property and sell the Property (the "Judgment");

WHEREAS, no appeal or motion was filed regarding the Judgment, and the Borrower did not pay the amounts awarded in the Judgment, therefore, on June 14, 2019, the Property to satisfy the Judgment (the "Order of Sale");

WHEREAS, after sale of the real property of Borrower at a duly advertised auction to Buyer, it was publically announced that the sale of the personal property would be held by a private sale as allowed pursuant to the Judgment and Kansas law;

WHEREAS, Buyer was also the successful bidder for the sale of the personal property of Borrower for [REDACTED]

WHEREAS, on August 6, 2019, the Seller filed its Motion to Confirm the Sale of the Property (the "Motion") (for the sale of both real and personal property to Buyer), and on September 6, 2019, the Court granted the Motion finding that sale of the Property was commercially reasonable and that the Seller had complied with the Court's Judgment, Order of Sale and applicable Kansas law regarding the same, after hearing evidence and argument from the parties, and the Court entered its order on the Motion to Confirm on September 17, 2019;

THEREFORE, the Seller in consideration of [REDACTED] receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over, all of its right, title and interest in and to Buyer:

All of the following (collectively the "Personal Property") which Borrower owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the property is located at and/or was used for Borrower and its brewing operations, together with all proceeds and products thereof, including but not limited to parts, accessories, repairs, replacements, improvements and accessions, and wherever located: INVENTORY: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Borrower's business. EQUIPMENT: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and

tools. ACCOUNTS AND OTHER RIGHTS TO PAYMENT: All rights to payments, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed or assigned. This includes any rights and interests (including all liens) which Borrower may have by law or agreement against any account debtor or other obligor of Borrower. INSTRUMENTS AND CHATTEL PAPER: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper. GENERAL INTANGIBLES: All general intangibles, including, but not limited to, (a) tax refunds, (b) patents, patent applications (including originals, divisions, continuations, continuations-in-part, extensions, reexaminations and reissues thereof), patent disclosures, inventions and invention disclosures (whether or not patentable), (c) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, transliterations, adaptations, derivations and combinations of the foregoing), websites, and Internet domain names, and franchises, together with all goodwill associated with each of the foregoing, (d) copyrights and copyrightable works, (e) registrations and applications for any of the foregoing, (f) trade secrets, confidential information, customer lists, data and customer records, reports, software development methodologies, source code, technical information, proprietary business information, process technology, plans, drawings, blue prints, know-how and inventions (whether patentable or unpatentable and whether or not reduced to practice), (g) all (1) computer programs, architectures, libraries, firmware and middleware, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (2) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (3) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing and (4) all programmer and user documentation, including user manuals and training materials, relating to any of the foregoing, (h) all rights of publicity, including the right to use the name, voice, likeness, signature and biographies of real persons, together with all goodwill related thereto, (i) all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, (1) relating to any Intellectual Property that is owned, purported to be owned or controlled by Borrower, that Borrower has granted rights for or has been granted rights to, or that is used in, is necessary for, or is otherwise related to the conduct of the business, or (2) otherwise affecting the Borrower's ability to use or disclose any Intellectual Property, in each case to which Borrower is a party, beneficiary or otherwise bound, (j) all other intellectual or proprietary rights, and (k) the right to use the name of Borrower.

For purposes of this Bill of Sale "Intellectual Property" shall constitute all of the items described in GENERAL INTANGIBLES Sections (b) through (k). Other capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Kansas Uniform Commercial Code.

Seller hereby represents and warrants to Buyer (i) that Seller is the absolute owner of the Personal Property, (ii) that the Personal Property is free and clear of all liens, charges and encumbrances, (iii) that Seller has full right, power and authority to sell the Personal Property and to make this Bill of Sale and has made no prior transfer or assignment of its rights or title to any of the Personal Property, and (iv) that, except as otherwise stated in this Bill of Sale, all of the Personal Property is being provided to Buyer on an "as is," "where is" basis; provided that Seller makes no representation or warranty as to that certain License and Consulting Agreement, as may be amended (the "License Agreement") between Tallgrass Tap House, LLC and Borrower and Seller has no obligation to defend the rights of the Borrower in any separate litigation concerning the rights of the Licensee, and further, the purchase price shall not be adjusted after determination of the rights of the Licensee; provided

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further, that Buyer is not agreeing to take, and shall not take, any Personal Property subject to the License Agreement, and reserves all its rights and remedies regarding the License Agreement.

Seller hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the Personal Property, at its own cost and expense.

Seller and Buyer hereby acknowledge and agree that, by acquiring the Personal Property pursuant to this Bill of Sale, Buyer does not expressly or impliedly assume or take subject to any liabilities or obligations of the Borrower.

In Witness Whereof, each party hereto has caused this Bill of Sale to be signed and sealed in its name by the undersigned effective the 24th day of September, 2019.

SELLER:
LANDMARK NATIONAL BANK

By: Mark A. Herpich
Name: Mark A. Herpich
Its: EVP/CFO

BUYER:
KLATON PROPERTIES, LLC

By: Floyd C. Edmunds
Name: Floyd C. Edmunds
Its: Vice President