

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Great Lakes Brewing Co.		08/13/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1900 East Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Serial Number:	88934895	1988 DORTMUNDER GOLD GREAT LAKES BREWING	
Serial Number:	86565240	ABBAY AVE.	
Serial Number:	86066504	ALBERTA CLIPPER	
Serial Number:	88208528	BEER BACHELOR	
Serial Number:	88889394	BETTER YET	
Serial Number:	88631962	BIERWOLF	
Serial Number:	85360584	BLACKOUT STOUT	
Serial Number:	87321983	BREWING GOOD	
Serial Number:	87354311	BRIDGE WAR	
Serial Number:	88137978	BUCKIN' MULE	
Serial Number:	77464488	BURNING RIVER	
Serial Number:	77464623	ELIOT NESS	
Serial Number:	85957407	ENGINE 20	
Serial Number:	88713064	FIRST POUR	
Serial Number:	86924352	FRIDGE FILLER	
Serial Number:	86405675	GLBC	
Serial Number:	86405835	GLBC GREAT LAKES BREWING COMPANY CLEVELA	
Serial Number:	86066525	GLOCKENSPIEL	
Serial Number:	87354381	GOOD TALK RUSS	

OP \$1990.00 88934895

Property Type	Number	Word Mark
Serial Number:	87155507	GRANDES LAGOS
Serial Number:	74130830	GREAT LAKES
Serial Number:	88490104	GREAT LAKES
Serial Number:	88396918	GREAT LAKES BREWING CO
Serial Number:	88490056	GREAT LAKES BREWING CO
Serial Number:	88381093	GREAT LAKES BREWING CO CONWAY'S IRISH AL
Serial Number:	88713204	GREAT LAKES BREWING CO EMPLOYEE OWNED CL
Serial Number:	86406028	GREAT LAKES BREWING CO EST. 1988 CLEVELA
Serial Number:	86406090	GREAT LAKES BREWING CO EST. 1988 CLEVELA
Serial Number:	88208716	GREAT LAKES BREWING CO HOP COLLEGE EST.2
Serial Number:	88339827	GREAT LAKES BREWING CO OKTOBERFEST
Serial Number:	75137207	GREAT LAKES BREWING CO.
Serial Number:	77768929	GREAT LAKES BREWING CO.
Serial Number:	86018720	GREAT LAKES BREWING CO.
Serial Number:	85946811	GREAT LAKES BREWING CO. BLACKOUT STOUT A
Serial Number:	85435018	GREAT LAKES BREWING CO. BURNING RIVER A
Serial Number:	86203550	GREAT LAKES BREWING CO. CHILLWAVE DOUBLE
Serial Number:	85435418	GREAT LAKES BREWING CO. CHRISTMAS ALE A
Serial Number:	77768977	GREAT LAKES BREWING CO. CLEVELAND, OHIO
Serial Number:	85435260	GREAT LAKES BREWING CO. EDMUND FITZGERAL
Serial Number:	85435398	GREAT LAKES BREWING CO. ELIOT NESS A HAN
Serial Number:	85435372	GREAT LAKES BREWING CO. HOLY MOSES WHITE
Serial Number:	85435311	GREAT LAKES BREWING CO. LAKE ERIE MONSTE
Serial Number:	85435289	GREAT LAKES BREWING CO. NOSFERATU A HAND
Serial Number:	85947122	GREAT LAKES BREWING CO. RYE OF THE TIGER
Serial Number:	85946754	GREAT LAKES BREWING CO. THE DOPPELROCK A
Serial Number:	87322014	GREAT LAKES BREWING GOOD
Serial Number:	87321951	GREAT LAKES BREWING GOOD
Serial Number:	85412838	GREAT LAKES BURNING RIVER FEST
Serial Number:	77400028	GREAT LAKES BURNING RIVER FEST
Serial Number:	88774051	HAZECRAFT
Serial Number:	86315557	HIGH STRIKER
Serial Number:	85360620	HOLY MOSES WHITE ALE
Serial Number:	86732371	HOP BY NUMBERS
Serial Number:	88208455	HOP COLLEGE
Serial Number:	87499460	
Serial Number:	86547101	HOP MADNESS
Serial Number:	87499374	

Property Type	Number	Word Mark
Serial Number:	86252527	OHIO CITY
Serial Number:	85957428	OHIO CITY OATMEAL STOUT
Serial Number:	87422412	OHIO CRAFTED
Serial Number:	90015758	PEEL GOOD
Serial Number:	88208970	PHD IN ABV
Serial Number:	87648445	PINT SIZE FARM
Serial Number:	86116682	RACKHOUSE
Serial Number:	85957476	RALLY DRUM RED ALE
Serial Number:	86555342	RED RIGHT 88
Serial Number:	87221285	RISE 'N HOP
Serial Number:	85957485	ROCKEFELLER BOCK
Serial Number:	87221217	RYE-O-RYE CAN'T WE WIN
Serial Number:	86315589	SHARPSHOOTER
Serial Number:	88644347	SIREN SHORES
Serial Number:	86181102	SPACEWALKER AMERICAN BELGO
Serial Number:	86547003	STEADY ROLLIN'
Serial Number:	85946719	THE DOPPELROCK
Serial Number:	87354553	THE GREAT BEER CHASE
Serial Number:	87086595	THE WIT IS OVER
Serial Number:	85360711	THE WRIGHT PILS
Serial Number:	87171105	WEST 25TH ST.
Serial Number:	86761056	WIT TILL NEXT YEAR

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	36581-2
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	08/13/2020

Total Attachments: 16
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Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of August 13, 2020, by and between **THE GREAT LAKES BREWING CO.**, an Ohio corporation (“**Grantor**”), with an address at 2516 Market Avenue, Cleveland, Ohio 44113, Attn: Attn: Robert Centa, Chief Financial Officer, and **PNC BANK, NATIONAL ASSOCIATION** (the “**Bank**”), with an address at 1900 East Ninth Street, Cleveland, Ohio 44114. This Rider is incorporated into and made part of that certain Amended and Restated Security Agreement (“**Security Agreement**”) among the Grantor, 2516 CORP., an Ohio corporation (“**2516**”), 1951 LLC, an Ohio limited liability company (“**1951**”, and together with Grantor and 2516, the “**Borrowers**” and each individually, a “**Borrower**”) and the Bank dated as of the date hereof, and also into certain other financing documents and security agreements executed by and among the Borrowers and the Bank (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

This Rider amends and restates in its entirety that certain Rider to Security Agreement - Trademarks dated September 1, 2010, between the Bank and the Grantor (as amended, restated or otherwise modified from time to time, the “**Existing Rider**”). This Rider shall not constitute a novation and nothing contained herein shall extinguish, cancel or impair the lien priority or effect of any collateral for the obligations evidenced or secured by this Rider that was established by or for the Existing Rider, all such liens and security interests granted under or to secure the Existing Rider being ratified and confirmed by the execution hereof.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the “**Trademarks**”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) except as disclosed to Bank, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and

covenants by the Grantor not to sue third persons; (d) the Grantor has the power and authority to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks could reasonably be expected to become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank promptly if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. **Verification of Quality Control.** The Grantor hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours (with advance written notice so long as no Event of Default exists) to ensure the Grantor's compliance with paragraph 2(f).

4. **Covenants.** The Grantor further covenants to the Bank that until all of the Obligations have been indefeasibly satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if the Grantor acquires ownership rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Rider, the Grantor shall have the right to enter into agreements, licenses and sublicenses in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred and is continuing under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank; provided, however, that the Grantor shall have the right to enter into agreements, licenses and sublicenses in the ordinary course of business with respect to the Trademarks. Except as would not likely cause a material adverse effect for Grantor, the Grantor shall defend the Trademarks against and shall take other action as is reasonably necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. **No Additional Trademarks.** As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. **Pledge of Additional Trademarks.** In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default.

(a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby in accordance with the Loan Documents.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider may be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence and continuance of an Event of Default hereunder or under the Loan Documents. During the existence of an Event of Default, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications.

(a) Subject to the terms of the Loan Documents and except as would not likely cause a material adverse effect for Grantor, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Bank.

15. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence and during the existence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

18. **Provisions Relating to Amendment and Restatement of Existing Rider.** Each reference that is made in any Loan Document to the Existing Rider shall hereafter be construed as a reference to such Existing Rider as amended and restated pursuant to this Rider, and as this Rider may from time to time be further amended, restated or otherwise modified. This Rider is an amendment and restatement of the Existing Rider and supersedes the Existing Rider; provided, however, that (a) the execution and delivery of this Rider shall not effect a novation of the Existing Rider, or any obligations evidenced by the Existing Rider or any Loan Documents related thereto, but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of the Existing Rider and such obligations, and (b) the security interests and liens granted under the Existing Rider are and shall remain legal, valid, binding and enforceable liens against the collateral described therein (the “**Existing Collateral**”). The Grantor hereby acknowledges and confirms the continuing existence and effectiveness of the security interests and other liens granted by it to the Bank in the Existing Collateral and further agrees that the execution and delivery of this Rider shall not in any way release, diminish, impair, reduce or otherwise affect the security interest and other liens against the Existing Collateral created by the Existing Rider.

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19. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

20. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

GRANTOR:

THE GREAT LAKES BREWING CO.

By: _____  _____

(SEAL)

Print Name: Robert Centa

Title: Chief Financial Officer

BANK:

PNC BANK, NATIONAL ASSOCIATION

By: Scott A Nolan (SEAL)

Print Name: Scott A. Nolan
Title: Senior Vice President

[Continuation of Signature Page - Rider to Security Agreement - Trademarks (GLBC) - PNC/GLBC]

Form 10H - Multistate Rev. 6/20

TRADEMARK
REEL: 007021 FRAME: 0302

**SCHEDULE A
TRADEMARKS**

<i>Trademark</i>	<i>Country</i>	<i>App. No.</i>	<i>Pending</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>	<i>Applicant name</i>
1988 DORTMUNDER GOLD GREAT LAKES BREWING CO	US	88934895	27-May-20			Pending	The Great Lakes Brewing Co.
ABBEY AVE.	US	86565240	16-Mar-15	4831890	13-Oct-15	Registered	The Great Lakes Brewing Co.
ALBERTA CLIPPER	US	86066504	17-Sep-13	4488663	25-Feb-14	Registered	The Great Lakes Brewing Co.
BEER BACHELOR	US	88208528	28-Nov-18	6038085	21-Apr-20	Registered	The Great Lakes Brewing Co.
BETTER YET	US	88889394	27-Apr-20			Pending	The Great Lakes Brewing Co.
BIERWOLF	US	88631962	26-Sep-19	6082000	16-Jun-20	Registered	The Great Lakes Brewing Co.
BLACKOUT STOUT	US	85360584	30-Jun-11	4111389	13-Mar-12	Registered	The Great Lakes Brewing Co.
BREWING GOOD	US	87321983	2-Feb-17	5331475	7-Nov-17	Registered	The Great Lakes Brewing Co.
BRIDGE WAR	US	87354311	1-Mar-17	5276500	29-Aug-17	Registered	The Great Lakes Brewing Co.
BUCKIN' MULE	US	88137978	1-Oct-18			Pending	The Great Lakes Brewing Co.
BURNING RIVER	CA	1714203	6-Feb-15	TMA1047114	6-Aug-19	Registered	The Great Lakes Brewing Co.
BURNING RIVER	US	77464488	2-May-08	3769756	6-Apr-10	Registered	The Great Lakes Brewing Co.
CHRISTMAS ALE (LABEL)	CA	1925282	15-Oct-18			Pending	The Great Lakes Brewing Co.
ELIOT NESS	US	77464623	2-May-08	3549699	23-Dec-08	Registered	The Great Lakes Brewing Co.
ELIOT NESS	CA	1714259	6-Feb-15	TMA1047064	6-Aug-19	Registered	The Great Lakes Brewing Co.
ENGINE 20	US	85957407	12-Jun-13	4455065	24-Dec-13	Registered	The Great Lakes Brewing Co.

FIRST POUR	US	88713064	3-Dec-19			Pending	The Great Lakes Brewing Co.
FRIDGE FILLER	US	86924352	1-Mar-16	5054624	4-Oct-16	Registered	The Great Lakes Brewing Co.
GLBC	US	86405675	25-Sep-14	4791984	11-Aug-15	Registered	The Great Lakes Brewing Co.
GLBC GREAT LAKES BREWING COMPANY CLEVELAND, OH	US	86405835	25-Jun-14	4791985	11-Aug-15	Registered	The Great Lakes Brewing Co.
GLOCKENSPIEL	US	86066525	17-Sep-13	4488664	25-Feb-14	Registered	The Great Lakes Brewing Co.
GOOD TALK RUSS	US	87354381	1-Mar-17	5325847	31-Oct-17	Registered	The Great Lakes Brewing Co.
GRANDES LAGOS	US	87155507	30-Aug-16			Pending	The Great Lakes Brewing Co.
GREAT LAKES	US	74130830	16-Jan-91	1666893	3-Dec-91	Registered	Great Lakes Brewing Co., The
GREAT LAKES (Stylized)	US	88490104	26-Jun-19	5960028	14-Jan-20	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO (Stylized & Design)	US	88396918	22-Apr-19	5868538	24-Sep-19	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO (Stylized & Design)	US	88490056	26-Jun-19	5960018	14-Jan-20	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO CONWAY'S IRISH ALE	US	88381093	11-Apr-19			Pending	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO EMPLOYEE OWNED CLEVELAND, OH	US	88713204	3-Dec-19	6047744	5-May-20	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO EST. 1988 CLEVELAND, OH	US	86406028	25-Sep-14	4791986	11-Aug-15	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO EST. 1988 CLEVELAND, OH	US	86406090	25-Sep-14	4796778	18-Aug-15	Registered	The Great Lakes Brewing Co.

GREAT LAKES BREWING CO HOP COLLEGE EST.2018	US	88208716	28-Nov-18	5958811	14-Jan-20	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO OKTOBERFEST	US	88339827	14-Mar-19	5872441	1-Oct-19	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO.	US	75137207	22-Jul-96	2071822	17-Jun-97	Registered	Great Lakes Brewing Co.
GREAT LAKES BREWING CO.	US	77768929	26-Jun-09	3722359	8-Dec-09	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO.	US	86018720	24-Jul-13	4475340	28-Jan-14	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO.	CA	1898550	10-May-18			Pending	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO.	CA	1579533	23-May-12	TMA903886	19-May-15	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. & Design	CA	1991501	22-Oct-19			Pending	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. BLACKOUT STOUT A HANDCRAFTED IMPERIAL STOUT CLEVELAND, OHIO	US	85946811	30-May-13	4509591	8-Apr-14	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. BURNING RIVER A HANDCRAFTED PALE ALE CLEVELAND, OHIO	US	85435018	29-Sep-11	4153453	5-Jun-12	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. CHILLWAVE DOUBLE IPA A HANDCRAFTED DOUBLE INDIA PALE ALE CLEVELAND, OHIO	US	86203550	25-Feb-14	4627891	28-Oct-14	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. CHRISTMAS ALE A HANDCRAFTED ALE WITH SPICES AND HONEY CLEVELAND, OHIO	US	85435418	29-Sep-11	4153463	5-Jun-12	Registered	The Great Lakes Brewing Co.

GREAT LAKES BREWING CO. CLEVELAND, OHIO	US	77768977	26-Jun-09	3722360	8-Dec-09	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. CLEVELAND, OHIO & Design	CA	1579534	23-May-12	TMA903887	19-May-15	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. EDMUND FITZGERALD A HANDCRAFTED PORTER CLEVELAND, OHIO	US	85435260	29-Sep-11	4153459	5-Jun-12	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. ELIOT NESS A HANDCRAFTED AMBER LAGER CLEVELAND, OHIO	US	85435398	29-Sep-11	4216641	2-Oct-12	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. EST. 1988 CLEVELAND, OH & Design	CA	1709485	23-Dec-14	TMA1028186	18-Jun-19	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. HOLY MOSES WHITE ALE A HANDCRAFTED WHITE ALE WITH SPICES AND CHAMOMILE CLEVELAND, OHIO	US	85435372	29-Sep-11	4153462	5-Jun-12	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. LAKE ERIE MONSTER A HANDCRAFTED IMPERIAL INDIA PALE ALE CLEVELAND, OHIO	US	85435311	29-Sep-11	4896954	9-Feb-16	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. NOSFERATU A HANDCRAFTED IMPERIAL RED ALE CLEVELAND, OHIO	US	85435289	29-Sep-11	4449684	17-Dec-13	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING CO. RYE OF THE TIGER IPA A HANDCRAFTED RYE INDIA PALE ALE	US	85947122	31-May-13	4504440	1-Apr-14	Registered	Great Lakes Brewing Co., The

CLEVELAND, OHIO							
GREAT LAKES BREWING CO. THE DOPPELROCK A HANDCRAFTED DOPPELBOCK LAGER CLEVELAND, OHIO	US	85946754	30-May-13	4474382	28-Jan-14	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING GOOD	US	87322014	2-Feb-17	5454583	24-Apr-18	Registered	The Great Lakes Brewing Co.
GREAT LAKES BREWING GOOD	US	87321951	2-Feb-17	5454582	24-Apr-18	Registered	The Great Lakes Brewing Co.
GREAT LAKES BURNING RIVER FEST	US	85412838	1-Sep-11	4115034	20-Mar-12	Registered	The Great Lakes Brewing Co.
GREAT LAKES BURNING RIVER FEST	US	77400028	19-Feb-08	3511515	7-Oct-08	Registered	The Great Lakes Brewing Co.
HAZECRAFT	US	88774051	27-Jan-20			Pending	The Great Lakes Brewing Co.
HIGH STRIKER	US	86315557	20-Jun-14	4729212	28-Apr-15	Registered	The Great Lakes Brewing Co.
HOLY MOSES WHITE ALE	US	85360620	30-Jun-11	4111390	13-Mar-12	Registered	The Great Lakes Brewing Co.
HOLY MOSES WHITE ALE	CA	1915478	17-Aug-18			Pending	The Great Lakes Brewing Co.
HOP BY NUMBERS	US	86732371	21-Aug-15	4970608	31-May-16	Registered	The Great Lakes Brewing Co.
HOP COLLEGE	US	88208455	28-Nov-18	5930403	10-Dec-19	Registered	The Great Lakes Brewing Co.
Hop Design	US	87499460	21-Jun-17	5329852	7-Nov-17	Registered	The Great Lakes Brewing Co.
Hop Design	CA	1865468	31-Oct-17	TMA1073988	2-Mar-20	Registered	The Great Lakes Brewing Co.
HOP MADNESS	US	86547101	26-Feb-15			Pending	The Great Lakes Brewing Co.
Hops Design	US	87499374	21-Jun-17	5329851	7-Nov-17	Registered	The Great Lakes Brewing Co.
Hops Design	CA	1865470	31-Oct-17	TMA1073992	2-Mar-20	Registered	The Great Lakes Brewing Co.

OHIO CITY	US	86252527	15-Apr-14	4609897	23-Sep-14	Registered	The Great Lakes Brewing Co.
OHIO CITY OATMEAL STOUT	US	85957428	12-Jun-13	4504469	1-Apr-14	Registered	The Great Lakes Brewing Co.
OHIO CRAFTED	US	87422412	24-Apr-17	5405141	20-Feb-18	Registered	The Great Lakes Brewing Co.
PEEL GOOD	US	90015758	23-Jun-20			Pending	The Great Lakes Brewing Co.
PHD IN ABV	US	88208970	28-Nov-18	5939726	17-Dec-19	Registered	The Great Lakes Brewing Co.
PINT SIZE FARM	US	87648445	17-Oct-17	5448611	17-Apr-18	Registered	The Great Lakes Brewing Co.
RACKHOUSE	US	86116682	12-Nov-13	4903547	23-Feb-16	Registered	The Great Lakes Brewing Co.
RALLY DRUM RED ALE	US	85957476	12-Jun-13	4474679	28-Jan-14	Registered	The Great Lakes Brewing Co.
RED RIGHT 88	US	86555342	6-Mar-15	4817994	22-Sep-15	Registered	The Great Lakes Brewing Co.
RISE 'N HOP	US	87221285	31-Oct-16	5218094	6-Jun-17	Registered	The Great Lakes Brewing Co.
ROCKEFELLER BOCK	US	85957485	12-Jun-13	4474680	28-Jan-14	Registered	The Great Lakes Brewing Co.
RYE-O-RYE CAN'T WE WIN	US	87221217	31-Oct-16	5218090	6-Jun-17	Registered	The Great Lakes Brewing Co.
SHARPSHOOTER	US	86315589	20-Jun-14	4787203	4-Aug-15	Registered	The Great Lakes Brewing Co.
SIREN SHORES	US	88644347	7-Oct-19			Pending	The Great Lakes Brewing Co.
SPACEWALKER AMERICAN BELGO	US	86181102	31-Jan-14	4618851	7-Oct-14	Registered	The Great Lakes Brewing Co.
STEADY ROLLIN'	US	86547003	26-Feb-15	4961336	17-May-16	Registered	The Great Lakes Brewing Co.
STEADY ROLLIN'	CA	1742935	18-Aug-15	TMA1049569	16-Aug-19	Registered	The Great Lakes Brewing Co.
THE DOPPELROCK	US	85946719	30-May-13	4455035	24-Dec-13	Registered	The Great Lakes Brewing Co.
THE GREAT BEER CHASE	US	87354553	1-Mar-17	5635509	25-Dec-18	Registered	The Great Lakes Brewing Co.

THE WIT IS OVER	US	87086595	28-Jun-16			Pending	The Great Lakes Brewing Co.
THE WRIGHT PILS	US	85360711	30-Jun-11	4111394	13-Mar-12	Registered	The Great Lakes Brewing Co.
WEST 25TH ST.	US	87171105	14-Sep-16			Pending	The Great Lakes Brewing Co.
WIT TILL NEXT YEAR	US	86761056	18-Sep-15	4913783	8-Mar-16	Registered	The Great Lakes Brewing Co.

TRADEMARK ASSIGNMENT

WHEREAS, THE GREAT LAKES BREWING CO., an Ohio corporation (the “**Grantor**”) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 1900 East Ninth Street, Cleveland, Ohio 44114, identified as the “**Bank**” under that certain Rider to Security Agreement - Trademarks (the “**Rider**”) of even date herewith (the “**Grantee**”) is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Amended and Restated Security Agreement dated as of August 13, 2020, by and among the Grantor, certain other parties thereto and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this ____ day of August, 2020.

THE GREAT LAKES BREWING CO.

By: _____
(SEAL)

Print Name: Robert Centa
Title: Chief Financial Officer

RIDER TO SECURITY AGREEMENT - TRADEMARKS (GLBC) - PNC/GLBC