

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DE SPIRITS LLC		11/01/2013	LIMITED LIABILITY COMPANY: TEXAS
SAVVY DISTILLERS, L.P.		11/01/2013	LIMITED PARTNERSHIP: TEXAS
FLUID ASSETS, INC.		11/01/2013	CORPORATION: TEXAS
UPPER BARTON SPRING, LLC		11/01/2013	LIMITED LIABILITY COMPANY: TEXAS
ELIZA SPRING, LLC		11/01/2013	LIMITED LIABILITY COMPANY: TEXAS
PARTHENIA SPRING, LLC		11/01/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3895007	DEEP EDDY
Serial Number:	85663557	PLEASE DAY DRINK RESPONSIBLY
Serial Number:	85663558	DANGEROUSLY REFRESHING
Registration Number:	3335848	SAVVY

CORRESPONDENCE DATA

CH \$1115.00 3895007

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1621 DE SPIRITS
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/15/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2013 by and between **COMERICA BANK** ("Bank") and **DE SPIRITS LLC**, a Texas limited liability company; **SAVVY DISTILLERS, L.P.**, a Texas limited partnership; **FLUID ASSETS, INC.**, a Texas corporation; **UPPER BARTON SPRING, LLC**, a Texas limited liability company; **ELIZA SPRING, LLC**, a Texas limited liability company; and **PARTHENIA SPRING, LLC**, a Texas limited liability company (each a "Grantor", and collectively, "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan 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.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between a Grantor and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantors' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between a Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Intellectual Property Security Agreement, the Loan 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.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTORS:

Address of Grantors:

3601 S. Congress C104
Austin, TX 78704

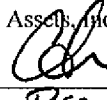
Attn: Chief Executive Officer

DE SPIRITS LLC

By: 
Title: President

SAVVY DISTILLERS, L.P.

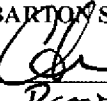
By: Fluid Assets, Inc., its general partner

By: 
Title: President

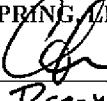
FLUID ASSETS, INC.

By: 
Title: President


UPPER BARTON SPRING, LLC

By: 
Title: President

ELIZA SPRING, LLC

By: 
Title: President

PARTHENIA SPRING, LLC

By: 
Title: President

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

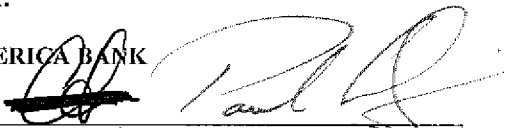
By: 
Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

Owner	Trademark	Registration / Serial Number	Registration / Application Date
DE Spirits LLC	DEEP EDDY	3,895,007	12/21/10
DE Spirits LLC	PLEASE DRINK RESPONSIBLY	85/663,557	06/28/12
DE Spirits LLC	DANGEROUSLY REFRESHING	85/663,558	06/28/12
Fluid Assets, Inc.	SAVVY	3,335,848	11/13/07

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