

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309499

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Angel's Share Brands LLC		06/23/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	401 South Fourth Avenue		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3975374	ANGEL'S ENVY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademarks@skofirm.com		
<b>Correspondent Name:</b>	Jamie S. Brodsky		
<b>Address Line 1:</b>	2000 PNC Plaza, 500 West Jefferson St		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>ATTORNEY DOCKET NUMBER:</b>	005369/149179		
<b>NAME OF SUBMITTER:</b>	Jamie S. Brodsky		
<b>SIGNATURE:</b>	/Jamie S. Brodsky/		
<b>DATE SIGNED:</b>	07/02/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Conditional Assignment"), dated effective as of June 23, 2014, is made by **ANGEL'S SHARE BRANDS LLC**, a Florida limited liability company, with its principal office and place of business at 500 East Market Street, Louisville, Kentucky 40208 (the "Company"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, with office address of 401 South Fourth Avenue, Louisville, Kentucky 40202 (the "Bank"), under the Loan Agreement dated effective as of the date hereof, by and among the Bank and the Borrowers (as defined below) (the "Loan Agreement").

**WITNESSETH:**

WHEREAS, pursuant to the Loan Agreement, the Bank has made a loan to the Company and Louisville Distilling Company, LLC (together, the "Borrowers") in the face amount of Five Million and No/100 (\$5,000,000.00) as evidenced by a Revolving Promissory Note in the face principal amount of Five Million and No/100 Dollars (\$5,000,000.00), made payable jointly and severally by the Borrowers in favor of the Bank (the "Note");

WHEREAS, in connection with the Loan Agreement, the Company has executed and delivered a Security Agreement to Bank (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the loan evidenced by the Note pursuant to the Loan Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to make the loan and other financial accommodations pursuant to the Loan Agreement, the Company agrees, for the benefit of the Bank, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

**SECTION 2. Conditional Assignment and Grant of Security Interest.** The Company hereby pledges, and grants a continuing interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or Security Agreement assigns, transfers and conveys, the Collateral described in the Security Agreement (including, without limitation, those items listed on Schedule A attached hereto and incorporated herein by reference), to the Bank to secure payment, performance and observance of the obligations secured by the Security Agreement.

**SECTION 3. Purpose.** This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Company does hereby further acknowledge and affirm that the

rights and remedies of the Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security 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 Conditional Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned has caused this Conditional Assignment to be duly executed and delivered by its officer hereunto duly authorized as of the day and year first above written.

**ANGEL'S SHARE BRANDS LLC**  
a Florida limited liability company

By:   
Kevin Sachs, Chief Financial Officer

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared Kevin Sachs with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the Chief Financial Officer of Angel's Share Brands LLC, a Florida limited liability company, and acknowledged before me that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company.

  
NOTARY PUBLIC  
My commission expires: 2/26/18

**MICHELLE CLARK**  
Notary Public, Kentucky State at Large  
My Commission Expires Feb. 26, 2018

**Schedule A**



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# ANGEL'S ENVY

**Word Mark** ANGEL'S ENVY  
**Goods and Services** IC 033. US 047 049. G & S: Bourbon. FIRST USE: 20110401. FIRST USE IN COMMERCE: 20110401  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 77890667  
**Filing Date** December 10, 2009  
**Current Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** May 4, 2010  
**Registration Number** 3975374  
**Registration Date** June 7, 2011  
**Owner** (REGISTRANT) ANGEL'S SHARE BRANDS LLC LIMITED LIABILITY COMPANY FLORIDA  
 11211 PROSPERITY FARMS ROAD, SUITE 303C PALM BEACH GARDENS FLORIDA 33410  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** Edward H. Rosenthal

Type of Mark TRADEMARK  
Register PRINCIPAL  
Live/Dead Indicator LIVE

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