

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applejack Wine & Spirits, LLC		08/11/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	1675 Broadway		
Internal Address:	Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78673383	APPLEJACK WINE SPIRITS	
Serial Number:	78673409	APPLEJACK WINE SPIRITS	
Serial Number:	77457192	ALL ROADS LEAD TO APPLEJACK	
Serial Number:	76244747	APPLEJACK WINE & SPIRITS	
Serial Number:	86063164	1876 COLORADO CENTENNIAL	
CORRESPONDENCE DATA			
Fax Number:	3032230942		
<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:	303.223.1142		
Email:	eholmes@bhfs.com		
Correspondent Name:	Emily C. Holmes		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0302		
NAME OF SUBMITTER:	Emily C. Holmes		
SIGNATURE:	/emilyholmes/		

CH \$140.00 78673383

DATE SIGNED:	10/16/2014
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Total Attachments: 7

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- source=Patent and Trademark Security Agreement - Applejack EXECUTED#page2.tif
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- source=Patent and Trademark Security Agreement - Applejack EXECUTED#page5.tif
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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "**Agreement**"), dated as of August 11, 2014, is made between APPLEJACK WINE & SPIRITS, LLC, a Colorado limited liability company (the "**Borrower**") and KEYBANK NATIONAL ASSOCIATION, a national banking association (the "**Lender**").

WHEREAS, the Borrower and Lender have entered into a Credit and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "**Credit Agreement**") pursuant to which Lender agreed to provide financing to Borrower; and

WHEREAS, pursuant to the Credit Agreement, the Borrower has granted to Lender a security interest in all of the Borrower's present and future assets, including the intellectual property identified below. To secure the Indebtedness and to supplement Lender's security interest in such intellectual property pursuant to the Credit Agreement, the Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, the Borrower hereby grants, assigns and conveys to the Lender a security interest in all of the Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If the Borrower shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within 30 days of the issuance of any new trademark registration to the Borrower or the acquisition or issuance of any trademark, patent or copyright registrations or the filing of any application for a trademark, patent or copyright the Borrower shall give prompt notice in writing to the Lender with respect to any such new trademarks, patents or copyrights or renewal or extension of any trademark registration. Without limiting the Borrower's obligation under this Section 4, the Borrower authorizes the Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Lender, the Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Borrower's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the

Collateral with the PTO, including any modification hereof as provided above, at the expense of the Borrower.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrower and the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Lender and the Borrower on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BORROWER:

APPLEJACK WINE & SPIRITS, LLC

By: APPLEJACK HOLDINGS, LLC
Its: Manager

By: _____
Name: Brian Mankwitz
Title: Manager

Address:

3320 Youngfield Street
Wheat Ridge, CO 80033
Attn: Manager
Fax: (303) 397-8889
Email: brianm@mantucket.com

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: Christopher Picardi

Title: Vice President

Address:

1675 Broadway, Suite 300

Denver, CO 80202

Attn: Christopher Picardi

Fax: (720) 904-4515

Email: Christopher_picardi@keybank.com

SCHEDULE A

Issued U.S. Patents of the Borrower

NONE

Pending U.S. Patent Applications of the Borrower

NONE

SCHEDULE B

U.S. Trademarks of the Borrower

<u>Serial Number</u>	<u>Filing Date</u>	<u>Registrant/Applicant</u>	<u>Mark</u>
78673383	July 19, 2005	Applejack Wine & Spirits, LLC (as successor-in-interest to Applejack Associates, Inc.)	APPLEJACK WINE SPIRITS
78673409	July 19, 2005	Applejack Wine & Spirits, LLC (as successor-in-interest to Applejack Associates, Inc.)	APPLEJACK WINE SPIRITS
77457192	April 24, 2008	Applejack Wine & Spirits, LLC (as successor-in-interest to Applejack Associates, Inc.)	ALL ROADS LEAD TO APPLEJACK
76244747	April 23, 2001	Applejack Wine & Spirits, LLC (as successor-in-interest to Applejack Associates, Inc.)	APPLEJACK WINE & SPIRITS
86063164	September 12, 2013	Applejack Wine & Spirits, LLC (as successor-in-interest to Applejack Associates, Inc.)	1876 COLORADO CENTENNIAL

Foreign Trademarks of the Borrower

NONE

Pending U.S. Trademark Applications of the Borrower

NONE