

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Few Spirits, LLC		07/10/2017	Limited Liability Company: ILLINOIS
Philadelphia Distilling LLC		07/10/2017	Limited Liability Company: DELAWARE
Cacao Prieto, LLC		07/10/2017	Limited Liability Company: DELAWARE
Samson & Surrey USA, LLC		07/10/2017	Limited Liability Company: DELAWARE
Few Spirits Holdings, LLC		07/10/2017	Limited Liability Company: DELAWARE
Bluecoat Spirits Holdings LLC		07/10/2017	Limited Liability Company: DELAWARE
Widow Jane Holdings LLC		07/10/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4367607	WIDOW JANE
Registration Number:	4479867	BLOODY BUTCHER
Serial Number:	87276206	BABY JANE
Registration Number:	3326356	BLUECOAT
Registration Number:	3722229	BLUECOAT
Registration Number:	4068746	FEW SPIRITS
Registration Number:	4731146	FEW SPIRITS
Registration Number:	4892966	BREAKFAST GIN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4790178	FEW

CORRESPONDENCE DATA

Fax Number:

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.

Email: floydj@gtlaw.com
Correspondent Name: Jessica Floyd
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.032500
NAME OF SUBMITTER:	Jessica Floyd
SIGNATURE:	/Jessica Floyd/
DATE SIGNED:	07/11/2017

Total Attachments: 8

source=Trademark Security Agreement (Samson & Surrey) [Executed]#page1.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page2.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page3.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page4.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page5.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page6.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page7.tif
source=Trademark Security Agreement (Samson & Surrey) [Executed]#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of July, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as Secured Party for itself, as Lender, and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FEW Spirits, LLC, Philadelphia Distilling, LLC, Cacao Prieto, LLC, and Samson & Surrey USA, LLC, as borrowers (collectively, "Borrowers", and each a "Borrower"), Wells Fargo, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 10, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants and pledges to Secured Party, for the benefit of itself, as Lender, and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISIONS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISIONS SET FORTH IN SECTION 25 OF THE GUARANTY AND

SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

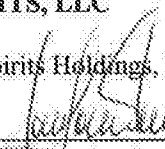
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

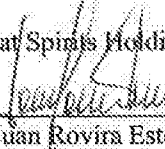
FEW SPIRITS, LLC

By: Few Spirits Holdings, LLC, Sole Member


By: 
Name: Juan Rovira Esteve
Title: Chief Operating Officer

PHILADELPHIA DISTILLING LLC

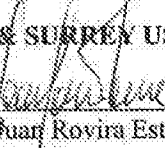
By: Bluecoat Spirits Holdings LLC, Sole Member

By: 
Name: Juan Rovira Esteve
Title: Chief Operating Officer

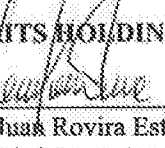
CACAO PRIETO, LLC

By: 
Name: Juan Rovira Esteve
Title: Vice President

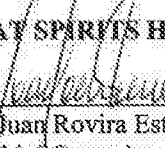
SAMSON & SURREY USA, LLC

By: 
Name: Juan Rovira Esteve
Title: Chief Operating Officer

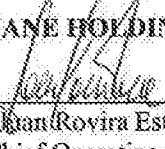
FEW SPIRITS HOLDINGS, LLC

By: 
Name: Juan Rovira Esteve
Title: Chief Operating Officer

BLUECOAT SPIRITS HOLDINGS LLC

By: 
Name: Juan Rovira Esteve
Title: Chief Operating Officer

WIDOW JANE HOLDINGS LLC

By: 
Name: Juan Rovira Esteve
Title: Chief Operating Officer

[SAMSON & SURREY – TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

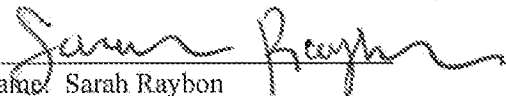
ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: _____

Name: Sarah Raybon

Title: Its Authorized Signatory




A handwritten signature in cursive script, appearing to read "Sarah Raybon", written over a horizontal line.

[SAMSON & SURREY - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006102 FRAME: 0715

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Cacao Prieto, LLC	USA	Widow Jane 	4,367,607	6/16/13
Cacao Prieto, LLC	USA	Bloody Butcher	4,479,867	2/11/14
Widow Jane Holdings, LLC	USA	Baby Jane	87276206	12/21/16
Philadelphia Distilling LLC	USA	"BLUECOAT" and design 	3,326,356	10/30/07
Philadelphia Distilling LLC	USA	"BLUECOAT"	3,722,229	12/8/09
Philadelphia Distilling LLC	Canada	"BLUECOAT" and design 	TMA757318	1/19/10
Few Spirits, LLC	USA	"FEW SPIRITS" (For: Distilled Spirits; Gin; Liquor; Spirits; Spirits and Liqueurs; Whiskey)	4,068,746	12/6/11
Few Spirits, LLC	USA	"FEW SPIRITS" (For: Bourbon; Bourbon Whisky; Gin; Whiskey; Rye Whiskey)	4,731,146	5/5/15
Few Spirits, LLC	USA	"BREAKFAST GIN"	4,892,966	1/26/16
Few Spirits, LLC	USA	"FEW"	4,790,178	8/11/15


Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Few Spirits, LLC	Australia	"FEW"	1767302	3/18/16
Few Spirits, LLC	European Union	"FEW"	1296212	3/18/16
Few Spirits, LLC	European Union	"FEW"	1322601	8/24/16
Few Spirits, LLC	Japan	"FEW"	1296212	2/3/17
Few Spirits, LLC	Japan	"FEW"	1322601	4/28/17

Trade Names

None.

Common Law Trademarks

Grantor	Country	Mark
Cacao Prieto, LLC	USA	Wapsie Valley
Cacao Prieto, LLC	USA	Hopi Blue
Cacao Prieto, LLC	USA	Caracrystal
Cacao Prieto, LLC	USA	Chocolate Malt
Philadelphia Distilling LLC	USA	"THE BAY SEASONED VODKA" and crab design 
Philadelphia Distilling LLC	USA	"PENN 1681"
Philadelphia Distilling LLC	USA	"PHILADELPHIA DISTILLING"

Grantor	Country	Mark
Philadelphia Distilling LLC	USA	"PHILADELPHIA DISTILLING" and design 
Philadelphia Distilling LLC	USA	"VIEUX CARRÉ"

Trademarks Not Currently In Use

None.

Trademark Licenses

None.