

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472761

<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>
McCormick Distilling Co., Inc.		05/04/2018	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87766992	FIVE FARMS	
<b>Serial Number:</b>	87606610	· FIVE FARMS · COUNTY CORK · IRELAND	
<b>Registration Number:</b>	5212987	KE KE	
<b>Registration Number:</b>	5292214	DURA	
<b>Registration Number:</b>	5317749	360 WALK OFF	
<b>Registration Number:</b>	4296209	MIDNIGHT AZUL	
<b>Registration Number:</b>	2703781	BROKER'S	
<b>Registration Number:</b>	2823728		
<b>Registration Number:</b>	2759587		
<b>Registration Number:</b>	0925621	BROKER'S	
<b>Serial Number:</b>	86973110	HOLLADAY	
<b>Serial Number:</b>	86883963	360 PINE TAR PEACH	
<b>Serial Number:</b>	86762769	BOURBOMB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		

CH \$340.00 87766992

**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 36084-38060

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 05/04/2018

**Total Attachments: 3**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 4, 2018 by and from McCormick Distilling Co., Inc., a Missouri corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Lenders (as defined in the Security Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into an Amended and Restated Loan and Security Agreement dated as of October 27, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Lenders. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations under the Security Agreement. Upon the payment in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.


(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) GOVERNING LAW. THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MCCORMICK DISTILLING CO., INC.





By: 

Name: Christopher Fernandez

Title: V.P. of Finance

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
FIVE FARMS	87766992 23-JAN-2018		Pending
· FIVE FARMS · COUNTY CORK · IRELAND 	87606610 13-SEP-2017		Published (Pending) Intent to Use
KE KE  kē kē	87202653 13-OCT-2016	5212987 30-MAY-2017	Registered
DURA	87051307 26-MAY-2016	5292214 19-SEP-2017	Registered
HOLLADAY	86973110 12-APR-2016		Published (Pending) Section 2(F) Intent to Use
360 PINE TAR PEACH	86883963 22-JAN-2016		Published (Pending) Intent to Use
360 WALK OFF	86884194 22-JAN-2016	5317749 24-OCT-2017	Registered
BOURBOMB	86762769 21-SEP-2015		Published (Pending) Intent to Use
MIDNIGHT AZUL	85378235 22-JUL-2011	4296209 26-FEB-2013	Registered
BROKER'S	76263076 24-MAY-2001	2703781 08-APR-2003	Renewed (Registered)
<i>Design Only</i> 	76214575 22-FEB-2001	2823728 16-MAR-2004	Renewed (Registered)
<i>Design Only</i> 	76214576 22-FEB-2001	2759587 02-SEP-2003	Renewed (Registered)
BROKER'S 	72362374 11-JUN-1970	0925621 14-DEC-1971	Renewed (Registered)