

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		11/13/2018	Corporation:
RECEIVING PARTY DATA			
Name:	APPLEJACK WINE & SPIRITS,LLC		
Street Address:	3320 YOUNGFIELD		
City:	WHEATRIDGE		
State/Country:	COLORADO		
Postal Code:	80033		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
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	
CORRESPONDENCE DATA			
Fax Number:	2163706337		
<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:	216-813-8853		
Email:	MILESJE@KEYBANK.COM		
Correspondent Name:	KEYBANK NATIONAL ASSOCIATION		
Address Line 1:	4910 TIEDEMAN RD		
Address Line 4:	BROOKLYN, OHIO 44144		
NAME OF SUBMITTER:	JESSICA R MILES		
SIGNATURE:	/JESSICA R. MILES/		
DATE SIGNED:	11/13/2018		
Total Attachments: 2			
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EXECUTION VERSION

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;

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TRADEMARK
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SCHEDULE B

U.S. Trademarks of the Borrower

<u>Serial Number</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
78673383	July 19, 2005	Applejack Associates, Inc.	APPLEJACK WINE SPIRITS
78673409	July 19, 2005	Applejack Associates, Inc.	APPLEJACK WINE SPIRITS
77457192	April 24, 2008	Applejack Associates, Inc.	ALL ROADS LEAD TO APPLEJACK
76244747	April 23, 2001	Applejack Associates, Inc.	APPLEJACK WINE & SPIRITS

Foreign Trademarks of the Borrower

NONE

Pending U.S. Trademark Applications of the Borrower

NONE