

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM527445

<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>
Southwest Spirits & Wine, LLC		06/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	9 W Broad Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4682334	NUE VODKA	
<b>Registration Number:</b>	4743829	NUE	
<b>Registration Number:</b>	4629384	MANUSCRIPT	
<b>Registration Number:</b>	4629385	TOP SPIN	
<b>Registration Number:</b>	4650642	HENDERSON	
<b>Registration Number:</b>	4896157	GEORGE OCEAN	
<b>Registration Number:</b>	5161467	CALAMITY GIN	
<b>Serial Number:</b>	86552722	HARVEST MOON	
<b>Registration Number:</b>	5156696	TITLE NO 21	
<b>Serial Number:</b>	87826155	HIDDEN CASK	
<b>Serial Number:</b>	87941897	BLUMENPFLÜCKER GERMAN COAST LIQUEUR	
<b>Serial Number:</b>	88424992	DISPUTED ORIGIN RUM	
<b>Serial Number:</b>	88424986	REVERSE MERMAID RUM	
<b>Serial Number:</b>	88424962	BIRD BEAK GIN	
<b>Serial Number:</b>	88424954	HORSE'S MOUTH WHISKEY	
<b>Serial Number:</b>	88424944	TABLE STAKES WHISKEY	
<b>Serial Number:</b>	88424936	INDEPENDENT STATE BOURBON	
<b>Serial Number:</b>	88424930	SIXTY MEN BOURBON	
<b>TRADEMARK</b>			

OP \$540.00 4682334

Property Type	Number	Word Mark
Serial Number:	88424922	RAILHEAD VODKA
Serial Number:	88424915	VODKA 52
Serial Number:	88438022	LINNAEUS

#### CORRESPONDENCE DATA

**Fax Number:** 2158325619

*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.*

**Phone:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	140690-01083
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	06/12/2019

#### Total Attachments: 9

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of June 11, 2019 is by SOUTHWEST SPIRITS & WINE, LLC, a Delaware limited liability company ("Grantor"), in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

### W I T N E S S E T H

WHEREAS, Grantor, a subsidiary of Grantor, and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor and the other Borrowers by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option,

be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

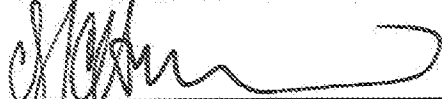
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY OTHER COURT (IN ANY JURISDICTION) CONSENTED TO IN WRITING OR SELECTED BY THE LENDER IN ITS SOLE DISCRETION, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SOUTHWEST SPIRITS & WINE, LLC**

By: 

Name: Michael Howard

Title: President

By: 

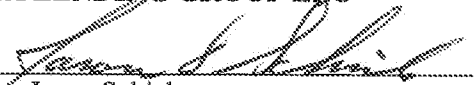
Name: Lawrence G. Lenzen, III

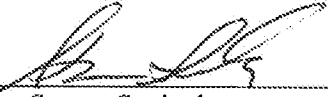
Title: Chief Financial Officer

*[Signature page to Intellectual Property Security Agreement]*

Agreed and Accepted  
as of the date first written above:

**SIENA LENDING GROUP LLC**

By:   
Name: Jason Schick  
Title: Authorized Signatory

By:   
Name: Steven Sanicola  
Title: Authorized Signatory


*[Signature page to Intellectual Property Security Agreement]*

## SCHEDULE 1

(a) Patents:

None.

(b) Trademarks:

<u>Trademark Title</u>	<u>Application/ Serial No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
NUE VODKA 	85,252,190	February 25, 2011 April 29, 2011	4,682,334 (US)	February 3, 2015 May 26, 2015
NUE & DESIGN	85,308,688		4,743,829 (US)	
MANUSCRIPT	85,905,719	April 16, 2013	4,629,384 (US)	October 28, 2014
TOP SPIN	85,905,758	April 16, 2013	4,629,385 (US)	October 28, 2014
HENDERSON	86,145,532	December 17, 2013	4,650,642 (US)	December 2, 2014
GEORGE OCEAN	86,266,348	April 29, 2014 July 8, 2014	4,896,157 (US) 5,161,467 (US)	February 2, 2016 March 14, 2017
CALAMITY GIN	86,330,844			
HARVEST MOON	86,552,722	N/A	US mark; not registered	N/A
TITLE NO. 21	86,552,735	March 4, 2015	5,156,696 (US)	March 7, 2017
HIDDEN CASK	87,826,155	March 8, 2018	Application pending	N/A
BLUMENPFLÜCKER		May 30, 2018		N/A
GERMAN COAST				
LIQUEUR	87,941,897		Application pending	
DISPUTED ORIGIN		May 10, 2019		N/A
RUM	88,424,992		Application pending	
REVERSE MERMAID		May 10, 2019		N/A
RUM	88,424,986		Application pending	
BIRD BEAK GIN	88,424,962	May 10, 2019	Application pending	N/A
HORSE'S MOUTH		May 10, 2019		N/A
WHISKEY	88,424,954		Application pending	
TABLE STAKES		May 10, 2019		N/A
WHISKEY	88,424,944		Application pending	
INDEPENDENT		May 10, 2019		N/A
STATE BOURBON	88,424,936		Application pending	
SIXTY MEN		May 10, 2019		N/A
BOURBON	88,424,930		Application pending	
RAILHEAD VODKA	88,424,922	May 10, 2019	Application pending	N/A
VODKA 52	88,424,915	May 10, 2019	Application pending	N/A
LINNAEUS	88,438,022	May 20, 2019	Application pending	N/A
MANUSCRIPT	A0038698	October 15, 2013	1,183,119 (UK MD)	February 7, 2014
P.S. MATCH	A0041789	April 2, 2014	1,201,758 (UK MD)	July 24, 2014
PS: MATCH	A0041790	April 2, 2014	1,201,757 (UK MD)	October 23, 2014
CALAMITY GIN	A0047151	December 19, 2014	1,232,494 (UK MD)	March 31, 2015

(c) Copyrights:

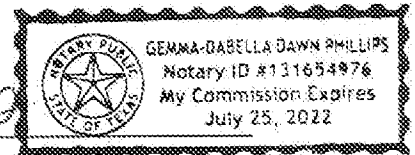
None.

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Texas : SS  
COUNTY OF Dallas :

On this 7 day of Dec, 2019 before me personally appeared Michael C. Howard who is known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SOUTHWEST SPIRITS & WINE, LLC, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

6/7/19  
Gemma Phillips  
Notary Public  
My Commission Expires:



*Acknowledgement to Intellectual Property Security Agreement*

**TRADEMARK**  
**REEL: 006667 FRAME: 0649**

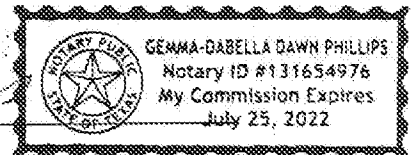


COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Texas : SS  
COUNTY OF Dallas :

On this 7 day of June, 2019 before me personally appeared Lawrence E. Lendon, III, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SOUTHWEST SPIRITS & WINE, LLC, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Gemma Phillips  
Notary Public  
My Commission Expires:



*Acknowledgement to Intellectual Property Security Agreement*

**TRADEMARK**  
**REEL: 006667 FRAME: 0650**

## POWER OF ATTORNEY

SOUTHWEST SPIRITS & WINE, LLC, a Delaware limited liability company (“Grantor”), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof (“Lender”) under that certain Loan and Security Agreement among Lender, Grantor and certain other Loan Party Obligors dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Agreement”), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this  
11th day of June, 2019.

**SOUTHWEST SPIRITS & WINE, LLC**

By: 

Name: Michael Howard

Title: President

By: 

Name: Lawrence G. Lenzel, III

Title: Chief Financial Officer

*[Signature page to Power of Attorney to Intellectual Property Security Agreement]*