

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542340

<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>
Goody Goody Liquor, Inc.		09/17/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	8850 Boedecker Street, 4th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114006	BEST POUR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>	2109787487		
<b>Email:</b>	venisa.dark@haynesboone.com		
<b>Correspondent Name:</b>	Venisa Dark, Haynes and Boone LLP		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	7898.241		
<b>NAME OF SUBMITTER:</b>	Venisa Dark		
<b>SIGNATURE:</b>	/Venisa Dark/		
<b>DATE SIGNED:</b>	09/24/2019		
<b>Total Attachments: 5</b>			
source=2019-09-17 Intellectual Property Security Agreement from Goody Goody Liquor Inc to Comerica Bank#page1.tif			
source=2019-09-17 Intellectual Property Security Agreement from Goody Goody Liquor Inc to Comerica Bank#page2.tif			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of September 17, 2019, is made by Goody Goody Liquor, Inc., a Texas corporation (“*Debtor*”), in favor of COMERICA BANK, as the administrative agent for the lenders (“*Agent*”).

### RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Debtor, the lenders party thereto (the “*Lenders*”), and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), the Lenders have agreed to extend certain loans to or for the direct or indirect benefit of Debtor; and

WHEREAS, the Debtor is party to that certain Security Agreement, dated as of the date hereof, between Agent and Debtor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Agent this 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, Debtor hereby agrees as follows:

**1. Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other capitalized, undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

**2. Grant of Security Interest in Intellectual Property Collateral.** Debtor (or if more than one Debtor signs this Agreement, each Debtor) hereby unconditionally grants, assigns, and pledges to Agent, to secure the obligations under the Credit Agreement and any other secured obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Debtor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Debtor’s Trademarks and Trademark Licenses to which it is a party, including as described on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property described on Schedule I hereto; and
- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation,

condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Trademark or breach or other violation of any Trademark License, or (B) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

**3. Security for Secured Obligations.** This 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 Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor to Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Debtor.

**4. Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the 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 Agreement and the Security Agreement, the Security Agreement shall control.


**5. Counterparts.** This 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**[Remainder of Page Intentionally Left Blank  
Signature Page Follows]**

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

DEBTORS:

**GOODY GOODY LIQUOR, INC.,**  
a Texas corporation

By:   
Name: Joe Jansen  
Title: President

AGENT:

**COMERICA BANK, as Agent**

By: \_\_\_\_\_  
Jessica Burgess  
Vice President

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

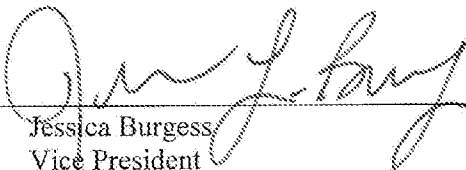
DEBTORS:

**GOODY GOODY LIQUOR, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: Joe Jansen  
Title: President

AGENT:

**COMERICA BANK, as Agent**

By:  \_\_\_\_\_  
Jessica Burgess  
Vice President

**SCHEDULE I**

**TRADEMARKS**

<b>Owner</b>	<b>Description</b>	<b>Registration Number</b>	<b>Country</b>	<b>Registration Date</b>
Goody Goody Liquor, Inc.	BEST POUR	3114006	USA	July 11, 2006