

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC, AS ADMINISTRATIVE AGENT		12/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Carolina Beverage Group, LLC		
Street Address:	110 Barley Park Lane		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28115		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4647683	CAROLINA BEVERAGE GROUP, LLC	
Registration Number:	4618908	CAROLINA BEVERAGE GROUP	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	joanna.crosby@hklaw.com, dawn.rudenko@hklaw.com, ptdocketing@hklaw.com		
Correspondent Name:	Joanna Crosby		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Joanna Crosby		
SIGNATURE:	/joannadcrosby/		
DATE SIGNED:	12/19/2019		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 19, 2019, by Varagon Capital Partners Agent, LLC (“Grantee”), in its capacity as Administrative Agent for the Lenders (in such capacity, “Grantee”) in favor of Carolina Beverage Group, LLC (the “Grantor”). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, the other grantors from time to time party thereto and the Grantee entered into that certain Guaranty and Security Agreement dated as of August 3, 2017 (as amended, modified, restated and/or supplemented from time to time, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement dated as of May 15, 2018 (the “Trademark Security Agreement”), in each case, pursuant to which Grantor granted to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether then owned or existing or thereafter created, acquired or arising (collectively the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 15, 2018 at Reel 6368, Frame 0531; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases without any representation, warranty, recourse or undertaking by Grantee, its security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral.
2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to

the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office at the expense of the Credit Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Grantee

By: Varagon Capital Partners, L.P., its Sole Member

By: 
Name: Terry Robinson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Record Owner
CAROLINA BEVERAGE GROUP, LLC	86080601	10/2/13	4647683	12/2/14	Registered	Carolina Beverage Group, LLC
CAROLINA BEVERAGE GROUP	86067260	9/17/13	4618908	10/7/14	Registered	Carolina Beverage Group, LLC

TRADEMARK APPLICATIONS

None

IP LICENSES

None