

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Southern Trading LLC		01/01/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Good Times USA, LLC		
Street Address:	8408 Temple Terrace Hwy		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33637		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	4195976	BLACK SIGNATURE	
Registration Number:	3592874		
Registration Number:	4143119	CIGAR-VILLE	
Registration Number:	4740140	COCO LOCO	
Registration Number:	3588683	COUNTRY MAN	
Registration Number:	3720677	DOUBLE MAESTRO	
Registration Number:	4129812	FRENCH GRAPE	
Registration Number:	3794275	GOOD DAYS	
Registration Number:	3592346	GOOD TIMES	
Registration Number:	4708133	#HD	
Registration Number:	4708302	HIGH DEFINITION	
Registration Number:	3672213	LA MORENA	
Registration Number:	3610167	LITTLE & WILD	
Registration Number:	3584368	STONEWOOD	
Registration Number:	4584574	SWEET MADNESS	
Registration Number:	4584573	SWEET WOODS	
Registration Number:	4584596	THE BETTER BLACK	
Registration Number:	5469626	HOUSE OF WINDSOR	
Registration Number:	1585028	WOLF	
TRADEMARK			

CH \$1190.00 4195976

Property Type	Number	Word Mark
Registration Number:	1570137	WOLF BROS.
Registration Number:	0886201	CARIBBEAN ROYALES
Registration Number:	1570136	
Registration Number:	0879790	CARIBBEAN ROUNDS
Registration Number:	1561267	PALMA LITES
Registration Number:	1545585	ALL NATURAL LEAF WRAPPERS
Registration Number:	1519107	WOLF PACK
Registration Number:	1522848	HOUSE OF WINDSOR EST. 1918 ROYAL FAMILYO
Registration Number:	0509916	RUM RIVER
Registration Number:	0510654	WOLF BROS.
Registration Number:	5605428	PALMA THROW-OUTS
Registration Number:	5580348	CLEAR VIEW
Registration Number:	5580412	HAPPY JIM
Registration Number:	5653211	CARIBBEAN CASINOS
Registration Number:	5653210	CARIBBEAN PETITES
Registration Number:	5575835	COUNTRY CLUB
Registration Number:	5580022	EL DALLO
Registration Number:	5636729	OFF-KOLOR PALMAS
Registration Number:	5575859	WINDSOR
Registration Number:	5580166	HANOVER HOUSE
Registration Number:	5580280	I B & G
Registration Number:	5601720	NAT · U · ROLL
Registration Number:	5745454	SWEET WOODS
Registration Number:	5820576	KASH
Registration Number:	5820577	KASH
Registration Number:	5918823	THE YARD
Registration Number:	5935747	CARIBBEAN ROYALES
Serial Number:	88575189	SUPERHEMP

CORRESPONDENCE DATA

Fax Number: 8132291660

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: 813-229-7600

Email: mrichter@shumaker.com

Correspondent Name: Mindi M. Richter

Address Line 1: 101 E. Kennedy Blvd., Suite 2800

Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:

Mindi M. Richter

SIGNATURE:	/Mindi M. Richter/
DATE SIGNED:	01/22/2020
Total Attachments: 8 source=Trademark Security Agrmt#page1.tif source=Trademark Security Agrmt#page2.tif source=Trademark Security Agrmt#page3.tif source=Trademark Security Agrmt#page4.tif source=Trademark Security Agrmt#page5.tif source=Trademark Security Agrmt#page6.tif source=Trademark Security Agrmt#page7.tif source=Trademark Security Agrmt#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of January 1, 2020 is made between American Southern Trading LLC, a Florida limited liability company (the "**Grantor**"), and Good Times USA LLC, a Florida limited liability company, as the Secured Party (the "**Secured Party**") and relates to certain indebtedness or other financial obligations incurred by the Grantor in favor of the Secured Party pursuant to the terms of that certain Trademark Acquisition Agreement dated as of January 1, 2020 by and between the Grantor as the "Buyer" and the Secured Party as the "Seller" (as amended, restated, supplemented or otherwise modified at any time or from time to time, the "**Acquisition Agreement**") as evidenced by that certain Promissory Note dated as of January 1, 2020 with an original principal amount of \$24,000,000.00 made by the Grantor and payable to the Secured Party (as amended, restated, supplemented or otherwise modified at any time or from time to time, the "**Note**").

WITNESSETH:

WHEREAS, in connection with the Acquisition Agreement, the Grantor has agreed to purchase and the Secured Party has agreed to sell certain trademarks and other intellectual property and related assets of the Secured Party as more particularly described therein (collectively, the "Acquired Rights");

WHEREAS, the Note evidences the Grantor's obligation to pay the Purchase Price as described and in accordance with Section 3(b) of the Acquisition Agreement, and the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure such obligations as set forth in the Acquisition Agreement, the Note and this Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Acquisition Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Grantor's obligation to pay the Purchase Price under the Acquisition Agreement as evidenced by the Note and the Grantor's related obligations as set forth in the Acquisition Agreement, the Note and this Agreement, the Grantor does hereby pledge, assign, hypothecate, set over and convey to the Secured Party and grant to the Secured Party a continuing security interest in and to, all of its rights in and to all of the following property, owned by Grantor or in which Grantor now has any rights, and wherever located (the "**Trademark Collateral**");

(a)all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (all of the foregoing items in this clause (a) being collectively called a "Trademark"), in each case as set forth on Schedule I attached hereto;

(b)all reissues, extensions or renewals of any of the items described in clause (a);

(c)all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d)any written agreement in which Grantor has any such rights granting to Grantor any right to use any Trademark; and

(e)all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license set forth on Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license;

provided, that Trademark Collateral shall not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); and provided further that the security interests granted herein are granted as security only and shall not subject the Secured Party or transfer to the Secured Party, or in any way affect or modify, any obligation or liability of the Grantor with respect to any Trademark Collateral or any transaction in connection therewith.

SECTION 3. Security Interest to be Registered. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral with the prior written consent of the Secured Party or (ii) the indefeasible payment in full in cash of the obligations evidenced by the Note, the Secured Party shall promptly upon the Grantor's request, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Related Documents, etc. This Agreement is executed pursuant to the Acquisition Agreement and the Note and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Acquisition Agreement and the Note.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

American Southern Trading LLC,
a Florida limited liability company

By 
Name: Gregory Dana
Title: Manager

Good Times USA LLC,
a Florida limited liability company

By 
Name: Joseph Tabshe
Title: Manager

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

Mark	Jurisdiction	Registration Number	Registration Date	Description of Goods/Services
BLACK SIGNATURE	United States	4,195,976	21-Aug-2012	034 - CIGARS
Car and Palm Tree Logo	United States	3,592,874	17-Mar-2009	034 - cigars, cigarillos, cigarettes, cigar wrappers in the nature of blunt wraps, cigarette wrapping papers, snuff, chewing tobacco, and pipe tobacco
CIGAR-VILLE	United States	4,143,119	15-May-2012	034 - CIGARS
COCO LOCO	United States	4,740,140	19-May-2015	034 - CIGARS
COUNTRY MAN	United States	3,588,683	10-Mar-2009	034 - chewing tobacco
DOUBLE MAESTRO	United States	3,720,677	08-Dec-2009	034 - CIGARS
FRENCH GRAPE	United States	4,129,812	17-Apr-2012	034 - CIGARS
GOOD DAYS	United States	3,794,275	25-May-2010	034 - [Roll your own tobacco;] Tobacco
GOOD TIMES	United States	3,592,346	17-Mar-2009	034 - Cigars, cigarillos, cigarettes, cigar wrappers in the nature of blunt wraps, cigarette wrapping papers, chewing tobacco, and pipe tobacco
#HD	United States	4,708,133	24-Mar-2015	034 - CIGARS
HIGH DEFINITION	United States	4,708,302	24-Mar-2015	034 - CIGARS
LA MORENA	United States	3,672,213	25-Aug-2009	034 - CIGARS
LITTLE & WILD	United States	3,610,167	21-Apr-2009	034 - CIGARS
STONEWOOD	United States	3,584,368	03-Mar-2009	034 - CIGARS
SWEET MADNESS	United States	4,584,574	12-Aug-2014	034 - CIGARS

SWEET WOODS	United States	4,584,573	12-Aug-2014	034 - CIGARS
THE BETTER BLACK	United States	4,584,596	12-Aug-2014	034 - CIGARS
HOUSE OF WINDSOR	United States	5,469,626	15-May-2018	034 - CIGARS
WOLF	United States	1,585,028	27-Feb-1990	034 - TOBACCO PRODUCTS, NAMELY CHEROOTS, [CHEWING TOBACCO, CIGARETTES, CIGARETTE PAPER,] CIGARROS, CIGARS, LITTLE CIGARS, [PIPE TOBACCO AND SMOKING TOBACCO]
WOLF BROS & Design	United States	1,570,137	05-Dec-1989	034 - CIGARS, [LITTLE CIGARS, SMOKING TOBACCO, CIGARETTES, CIGARETTE PAPER,] CHEROOTS [AND CHEWING TOBACCO]
CARIBBEAN ROYALES (Stylized)	United States	886,201	17-Feb-1970	034 - CIGARS
Wolves Head Crest Design	United States	1,570,136	05-Dec-1989	034 - CIGARS [LITTLE CIGARS, SMOKING TOBACCO, CIGARETTES, CIGARETTE PAPER], CHEROOTS [AND CHEWING TOBACCO]
CARIBBEAN ROUNDS (Stylized)	United States	879,790	04-Nov-1969	034 - CIGARS
PALMA LITES (Stylized)	United States	1,561,267	17-Oct-1989	034 - CIGARS, LITTLE CIGARS, SMOKING TOBACCO, CIGARETTES, CIGARETTE PAPER, CHEROOTS AND CHEWING TOBACCO

ALL NATURAL LEAF WRAPPERS & Design	United States	1,545,585	27-Jun-1989	034 - TOBACCO
WOLF PACK	United States	1,519,107	03-Jan-1989	034 - TOBACCO PRODUCTS, NAMELY- CHEROOTS, CHEWING TOBACCO, CIGARETTES, CIGARETTE PAPER, CIGARROS, CIGARS, LITTLE CIGARS, PIPE TOBACCO AND SMOKING TOBACCO
HOUSE OF WINDSOR & Design	United States	1,522,848	31-Jan-1989	034 - TOBACCO PRODUCTS, NAMELY- CHEROOTS, CHEWING TOBACCO, CIGARETTES, CIGARETTE PAPER, CIGARROS, CIGARS, LITTLE CIGARS, PIPE TOBACCO AND SMOKING TOBACCO
RUM RIVER (Stylized)	United States	509,916	17-May-1949	034 - CIGARS
WOLF BROS. (Stylized/Design)	United States	510,654	07-Jun-1949	034 - CIGARS
PALMA THROW- OUTS	United States	5,605,428	13-Nov-2018	034 - CIGARS
CLEAR VIEW	United States	5,580,348	09-Oct-2018	034 - CIGARS
HAPPY JIM	United States	5,580,412	09-Oct-2018	034 - CIGARS
CARIBBEAN CASINOS	United States	5,653,211	15-Jan-2019	034 - CIGARS
CARIBBEAN PETITES	United States	5,653,210	15-Jan-2019	034 - CIGARS
COUNTRY CLUB	United States	5,575,835	02-Oct-2018	034 - CIGARS
EL DALLO	United States	5,580,022	09-Oct-2018	034 - CIGARS
OFF-KOLOR PALMAS	United States	5,636,729	25-Dec-2018	034 - CIGARS

WINDSOR	United States	5,575,859	02-Oct-2018	034 - CIGARS
HANOVER HOUSE	United States	5,580,166	09-Oct-2018	034 - CIGARS
I B & G	United States	5,580,280	09-Oct-2018	034 - CIGARS
Nat U Roll	United States	5,601,720	06-Nov-2018	034 - cigars, cigar wraps, rolling papers
SWEET WOODS	United States	5,745,454	07-May-2019	034 - Tobacco; Leaf tobacco
KASH	United States	5,820,576	30-Jul-2019	034 - Tobacco products, namely, cheroots, chewing tobacco, cigarettes, cigarette paper, cigarros, cigars, little cigars, pipe tobacco and smoking tobacco
KASH (stylized and/or with design)	United States	5,820,577	30-Jul-2019	034 - Tobacco products, namely, cheroots, chewing tobacco, cigarettes, cigarette paper, cigarros, cigars, little cigars, pipe tobacco and smoking tobacco
THE YARD	United States	5,918,823	26-Nov-2019	034 - cigar rolling papers, namely cigar wraps
CARIBBEAN ROYALES	United States	5,935,747	17-Dec-2019	034 - CIGARS
SUPERHEMP	United States	88/575,189	12-Aug-2019 (filing date)	034 - cigar wrappers in the nature of blunt wraps, cigarette wrapping papers