

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579243

<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>
Silver Eagle Beverages, LLC	FORMERLY Silver Eagle Distributors, L.P.	05/22/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank, National Association		
<b>Street Address:</b>	2000 McKinney, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88634404	SILVER EAGLE BEVERAGES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123912117		
<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>	5122362077		
<b>Email:</b>	rdewanipocket@jw.com		
<b>Correspondent Name:</b>	JACKSON WALKER L.L.P.		
<b>Address Line 1:</b>	100 CONGRESS AVENUE, SUITE 1100		
<b>Address Line 4:</b>	AUSTIN, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	106916.01818		
<b>NAME OF SUBMITTER:</b>	Jennifer Ervin		
<b>SIGNATURE:</b>	/jennifer ervin/		
<b>DATE SIGNED:</b>	06/02/2020		
<b>Total Attachments: 13</b>			
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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement dated as of May 22, 2020 (this "First Amendment"), is made by **Silver Eagle Beverages, LLC**, a Texas limited liability company, f/k/a Silver Eagle Distributors, L.P. ("Grantor") in favor of **Texas Capital Bank, National Association**, as Administrative Agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties.

### Recitals

WHEREAS, Grantor, the Secured Parties and Administrative Agent are parties to that certain Credit Agreement dated July 3, 2019, as amended by that certain Amendment to Credit Agreement dated as of the date hereof (the "Credit Agreement"); and

WHEREAS, Silver Eagle Distributors, L.P. ("Silver Eagle"), the Secured Parties and Administrative Agent entered into that certain Trademark Security Agreement dated as of July 3, 2019, attached hereto as Exhibit C (the "Trademark Security Agreement"), filed with the U.S. Patent and Trademark Office on July 8, 2019, at Reel 6688, Frame 0183, covering the Trademarks identified on Exhibit A hereto; and

WHEREAS, Grantor is entering into a series of transactions pursuant to which (a) Silver Eagle converts from a limited partnership to a limited liability company, changes its name from "Silver Eagle Distributors, L.P." to "Silver Eagle Beverages, LLC", and SED Holdings, LLC and Silver Eagle Management, L.L.C. exchange all of their partnership interests in Silver Eagle for membership interests in Silver Eagle Beverages, LLC, and (b) immediately thereafter, Silver Eagle Management, L.L.C. merges into Silver Eagle Beverages, LLC, with Silver Eagle Beverages, LLC as the surviving Person, all in accordance with the reorganization documents delivered by Silver Eagle to the Administrative Agent and the Secured Parties (the "Reorganization"); and

WHEREAS, Grantor is entering into this First Amendment in order to reflect the Reorganization and make certain other amendments thereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this First Amendment, Grantor, Secured Parties and Administrative Agent agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Trademark Security Agreement.
2. Amendments to Trademark Security Agreement.
  - a. The Grantor under the Trademark Security Agreement is amended to reflect its current name "Silver Eagle Beverages, LLC".
  - b. Section 1 of the Trademark Security Agreement is amended to provide that the Trademarks shall include, without limitation, the trademarks set forth on Exhibit A hereto, the trademark set forth on Exhibit B hereto, and any and all trademarks and servicemarks of Grantor, whether registered or not,

applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks and servicemarks both before and after the date of this First Amendment.

3. Ratification. Grantor hereby ratifies all of its Obligations under the Trademark Security Agreement and each of the Loan Documents to which it is a party, and agrees and acknowledges that the Trademark Security Agreement shall continue to be in full force and effect as amended and modified by this First Amendment. Nothing in this First Amendment extinguishes, novates or releases any right, claim, lien, security interest or entitlement of any of the Security Parties or the Administrative Agent created by or contained in any of such documents nor is Grantor released from any covenant, warranty or obligation created by or contained herein or therein.

IN WITNESS WHEREOF, this First Amendment to Trademark Security Agreement is effective as of the day and year first above written.

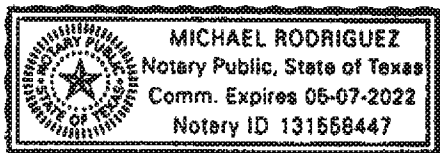
**GRANTOR:**

SILVER EAGLE BEVERAGES, LLC

By: [Signature]  
Name: Kenneth J. Guidry  
Title: Senior Vice President – Chief Financial Officer

STATE OF TEXAS §  
§  
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me this 28 day of May, 2020, by Kenneth J. Guidry, on behalf of said entity in his capacity as Senior Vice President – Chief Financial Officer of Silver Eagle Beverages, LLC, on behalf of said entity, who is personally known to me or who has produced DL as identification, and did take an oath.



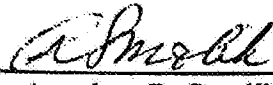
[Signature]  
Notary Public for the State of Texas  
Printed Name: Michael Rodriguez

My Commission Expires: 5-7-2022

**ACCEPTED AND AGREED:**

**ADMINISTRATIVE AGENT:**

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By   
Name: Annalese B. Smolik  
Title: Senior Vice President

[SIGNATURE PAGE -FIRST AMENDMENT TO TRADEMARK SECURITY  
AGREEMENT]

**EXHIBIT A**  
**Trademarks**

<b>Serial No. / Registration No.</b>	<b>Item</b>	<b>Status</b>	<b>Filing Date</b>	<b>Date Registered</b>	<b>Registrant</b>
5,122,162	SILVER EAGLE	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.
5,122,163	SILVER EAGLE DISTRIBUTORS	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.
5,122,164	SILVER EAGLE DISTRIBUTORS	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.
5,122,165	LOGO (Eagle)	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.

**EXHIBIT B**  
**Trademarks**

<b>Serial No. / Registration No.</b>	<b>Item</b>	<b>Status</b>	<b>Filing Date</b>	<b>Date Registered</b>	<b>Registrant/Applicant</b>
88/634,404	SILVER EAGLE BEVERAGES	Pending	September 27, 2019	N/A	Silver Eagle Beverages, LLC as successor in interest to Silver Eagle Distributors, L.P.



**EXHIBIT C**  
**Trademark Security Agreement**

Attached

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 3, 2019 (this “Agreement”), made by **SILVER EAGLE DISTRIBUTORS, L.P.**, a Texas limited partnership with a principal place of business located at 4609 New Highway 90 West, San Antonio, Texas 78237 (collectively “Grantor”), in favor of **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, as Administrative Agent, for the ratable benefit of the Secured Parties, whose address is, 2000 McKinney, Suite 700, Dallas, Texas 75201, (together with its successors and assigns, “Administrative Agent”).

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the “Trademarks”); and

**WHEREAS**, pursuant to the terms of a Credit Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) among the Grantor, as borrower, the lenders party thereto from time to time (the “Lenders”), and Texas Capital Bank, National Association, as administrative agent for the Lenders (together with any successor Administrative Agent, “Administrative Agent”), the Lenders have agreed to extend certain revolving credit loan facilities to the Grantor; and

**WHEREAS**, the Grantor has agreed to grant to Lenders a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor’s obligations under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lenders’ entry into the Credit Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Administrative Agent; and

**WHEREAS**, the Grantor and the Administrative Agent by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Credit Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Credit Agreement, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its trademark intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) its trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks;  
and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Administrative Agent.

3. **License.** This Agreement is subject to all of the terms and provisions of the Trademark License Agreement dated as of even date herewith between Grantor and Silver Eagle Distributors Houston, LLC.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement and the other Loan Documents, including the Guaranty and Security Agreement, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Loan Documents and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email in pdf format), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement and the other Loan Documents constitute the entire agreement among the parties hereto and thereto and their affiliates regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject

matters. Delivery of an executed counterpart to this Agreement by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law; Jurisdiction and Venue; WAIVER OF JURY TRIAL.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Western District of Texas, and of any state court of the State of Texas located in Bexar County and of any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such District Court or such state court or, to the extent permitted by applicable law, such appellate court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or its properties in the courts of any jurisdiction. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, this Trademark Security Agreement as of the day and year first above written.

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

SILVER EAGLE DISTRIBUTORS, L.P.

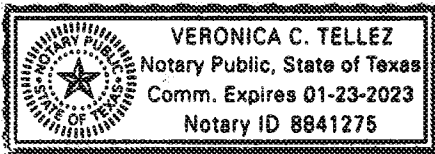
By: SILVER EAGLE MANAGEMENT, L.L.C.,  
its General Partner

By: [Signature]  
Name: Robert L. Boblitt, Jr.  
Title: President and Chief Operating Officer

STATE OF Texas

COUNTY OF

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2019, by Robert L. Boblitt, Jr., President and Chief Operating Officer of Silver Eagle Management, L.L.C., on behalf of said entity in its capacity as General Partner of Silver Eagle Distributors, L.P., on behalf of said entity, who is personally known to me or who has produced TX DL as identification, and did take an oath.



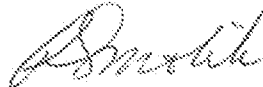
[Signature]  
Notary Public for the State of Texas  
Printed Name: Veronica C. Tellez

My Commission Expires: 1-23-23

ACCEPTED AND AGREED:

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

By:   
Name: Annalese B. Smolik  
Title: Senior Vice President

[SIGNATURE PAGE --TRADEMARK SECURITY AGREEMENT]

**EXHIBIT A**

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