

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590216

<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>
CJS Beverage LLC		07/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1100 Abernathy Road, Suite 1600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5408223	PINHOOK	
<b>Registration Number:</b>	5408222	PINHOOK	
<b>Registration Number:</b>	5278219	PINHOOK	
<b>Registration Number:</b>	5278217	PINHOOK	
<b>Registration Number:</b>	4594193	PINHOOK	
<b>Registration Number:</b>	4594192	PINHOOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	6785537344		
<b>Email:</b>	sinnottm@gtlaw.com		
<b>Correspondent Name:</b>	Matthew Sinnott		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Matthew Sinnott		
<b>SIGNATURE:</b>	/Matthew Sinnott/		
<b>DATE SIGNED:</b>	08/04/2020		

CH \$165.00 5408223

**Total Attachments: 6**

source=CJS TRADEMARK SECURITY AGREEMENT (Executed 2020.07.31)#page1.tif

source=CJS TRADEMARK SECURITY AGREEMENT (Executed 2020.07.31)#page2.tif

source=CJS TRADEMARK SECURITY AGREEMENT (Executed 2020.07.31)#page3.tif

source=CJS TRADEMARK SECURITY AGREEMENT (Executed 2020.07.31)#page4.tif

source=CJS TRADEMARK SECURITY AGREEMENT (Executed 2020.07.31)#page5.tif

source=CJS TRADEMARK SECURITY AGREEMENT (Executed 2020.07.31)#page6.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31<sup>st</sup> day of July, 2020, by and between the Grantor listed on the signature pages hereof (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

## WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of July 31, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among CJS BEVERAGE LLC, a Delaware limited liability company ("CJS"), and together with any entity that may hereafter become party thereto as a Borrower, individually, a "Borrower" and collectively, "Borrowers"), CJS BEVERAGE HOLDINGS CORP., a Delaware corporation ("CJS Holdings"), PINHOOK HOLDINGS LLC, a Delaware limited liability company ("Pinhook"), CJS Holdings and Pinhook, together with any entity that may hereafter become party thereto as a Guarantor, individually, a "Guarantor" and collectively, "Guarantors"), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors (as defined therein) shall have executed and delivered to Lender, that certain Security Agreement, dated as of July 31, 2020 (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

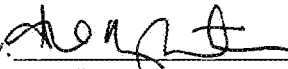
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**CJS BEVERAGE LLC**

By:   
Name: Alice Peterson  
Title: Chief Executive Officer

[CJS—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007015 FRAME: 0063**

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By 

Name: Gill Elmore

Its: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
CJS Beverage LLC	US	PINHOOK	5408223	02/20/18
CJS Beverage LLC	US	PINHOOK	5408222	02/20/18
CJS Beverage LLC	US	PINHOOK	5278219	08/29/17
CJS Beverage LLC	US	PINHOOK	5278217	08/29/17
CJS Beverage LLC	US	PINHOOK	4594193	08/26/14
CJS Beverage LLC	US	PINHOOK	4594192	08/26/14

ACTIVE 51664628v2

RECORDED: 08/04/2020

**TRADEMARK**  
**REEL: 007015 FRAME: 0065**