

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISTILLED USA, INC.		08/18/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	INVESTEC BANK PLC		
Street Address:	30 Gresham Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 7QP		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5329209	DISTILLEDODN	
Registration Number:	4403268	LINKLOVE	
Registration Number:	4406471	SEARCHLOVE	
CORRESPONDENCE DATA			
Fax Number:	2123101600		
<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>			
Phone:	2126264841		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Alysha Preston		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10009160/50694007		
NAME OF SUBMITTER:	Alysha C. Preston		
SIGNATURE:	/Alysha C. Preston/		
DATE SIGNED:	08/26/2020		
Total Attachments: 6			
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source=DISTILLED USA, INC; Receiving Party is INVESTEC BANK PLC#page2.tif			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 18, 2020 (the "Effective Date"), is made by and between DISTILLED USA, INC., a Washington corporation (the "Grantor"), and INVESTEC BANK PLC, in its capacity as Security Agent under the Facilities Agreement (in such capacity, the "Security Agent"), for the benefit of the "Secured Parties" (as such term is defined in the Facilities Agreement) who are party to that certain Senior Facilities Agreement dated as of February 10, 2020 (the "Facilities Agreement") and made between Brain Labs Midco Limited as parent and original guarantor, Brain Labs Bidco Limited as company, original borrower and original guarantor, Investec Bank plc as arranger and original lender and the Security Agent as agent and security agent.

WHEREAS, Grantor and Security Agent are parties to that certain Security Agreement, dated as of the Effective Date (the "Security Agreement") among other parties thereto pursuant to which the Grantor granted a security interest to the Security Agent in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, the Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Security Agent hereby agree as follows:

SECTION 1. Defined Terms. The capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Security Agent, for the benefit of each of the Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor's right, title and interest in and to its personal property, including tangible and intangible properties, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located, including without limitation all of Grantor's rights in: (i) all trademark registrations and applications for registration listed or required to be listed in Schedule A attached hereto, (ii) all extensions and renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment of any of the foregoing, (v) the right to receive all proceeds from any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (vi) all other rights, priorities and privileges relating to any of the foregoing arising throughout the world (all being collectively referred to as the "Trademark Collateral").

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent 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. In the event that any provision of this

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Authorization of Security Agent. Grantor hereby irrevocably authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdictions and with any filing offices as the Security Agent may determine, in its sole discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Security Agent herein and hereby specifically ratifies all such actions previously taken by Security Agent. Such financing statements may describe the Trademark Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Security Agent may determine, in its sole discretion, is necessary or advisable to ensure the perfection of the security interest in the Trademark Collateral granted to the Security Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired" or "all assets of the Debtor, wherever located, whether now owned or existing or hereafter acquired or arising, together with all proceeds thereof."

SECTION 6. Governing Law; Waiver of Jury Trial. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SECURITY AGREEMENT, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE TRADEMARK COLLATERAL SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

EACH GRANTOR HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 7. Effectiveness; Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier, electronic or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the Effective Date.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the Effective Date.

DISTILLED USA, INC., a Washington corporation

By: Alistair McCann

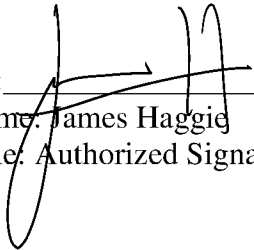
Name: Alistair McCann

Title: Authorized Officer

(Signature page to Trademark Security Agreement - Distilled USA, Inc.)

TRADEMARK
REEL: 007034 FRAME: 0124

Accepted and Agreed:
INVESTEC BANK PLC,
as Security Agent

By: 
Name: James Haggie
Title: Authorized Signatory



Name: Angela Jackson
Title: Authorized Signatory

Accepted and Agreed:
INVESTEC BANK PLC,
as Security Agent

By: _____
Name: _____
Title: _____

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
United States	DISTILLEDODN	87415335	04/18/2017	5329209	11/07/2017	Distilled USA, Inc.
United States	LINKLOVE	85846272	02/11/2013	4403268	09/17/2013	Distilled USA, Inc.
United States	SEARCHLOVE	85846258	02/11/2013	4406471	09/24/2013	Distilled USA, Inc.