

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599896

<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>
LOCAL INFUSIONS, LLC		08/28/2020	Limited Liability Company:
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5678187	BRENNE	
<b>Registration Number:</b>	4393630	B BRENNE	
<b>Registration Number:</b>	4393688	8 51532 00400 0	
<b>Registration Number:</b>	4262771	BRENNE	
<b>Registration Number:</b>	5947883	BRENNE CHARENTE FRANCE B FRENCH SINGLE M	
<b>Registration Number:</b>	5866630	BRENNE CHARENTE FRANCE TEN FRENCH SINGLE	
<b>Serial Number:</b>	88014002	THE SINGULAR MALT	
<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>	6785537308		
<b>Email:</b>	bartlett@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<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>	Victoria Bartlett		
<b>SIGNATURE:</b>	/s/ Victoria Bartlett		
<b>DATE SIGNED:</b>	09/28/2020		

CH \$190.00 5678187

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28th day of August, 2020, by and between the Grantor listed on the signature pages hereof, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as Secured Party for itself, as Lender, and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Secured Party”).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among FEW Spirits, LLC, an Illinois limited liability company, Philadelphia Distilling LLC, a Delaware limited liability company, Widow Jane Distilleries LLC, f/k/a Cacao Prieto, LLC, a Delaware limited liability company, Samson & Surrey USA, LLC, a Delaware limited liability company, and those additional entities that become party thereto as borrowers (collectively, jointly and severally, “Borrowers,” and each, individually, a “Borrower”), and Wells Fargo, as 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 and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 10, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, 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 Guaranty and 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(b) of the Guaranty and 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 and pledges to Secured Party, for the benefit of itself, as Lender, and each of the Bank Product Providers, 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 Code) 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 Secured Party, Lender, the Bank Product Providers or any of them, 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 Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor hereby authorizes Secured Party 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 Secured Party'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 and any notices delivered under this Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement or on any notice delivered to Secured Party under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement or notice.

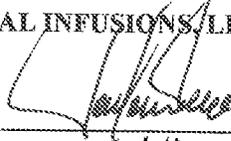
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISIONS SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

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.

GRANTORS:

LOCAL INFUSIONS, LLC

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

JUAN RODRIGUEZ ESTEVE  
Managing Member  
Grouse Holdings LLC

**ACCEPTED AND ACKNOWLEDGED BY:**

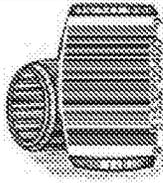
**SECURED PARTY:**

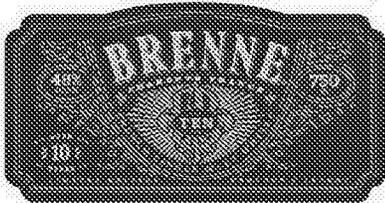
**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

DocuSigned by:  
*John Williammee*  
By: \_\_\_\_\_  
Name: John Williammee, Jr.  
Title: 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>Application/ Registration Date</b>
LOCAL INFUSIONS, LLC	UNITED STATES	BRENNE	App. No. 87/877918; Reg. No. 5678187	2/19/19
LOCAL INFUSIONS, LLC	UNITED STATES	BRENNE  <b>BRENNE</b>	App. No. 85/642428; Reg. No. 4393630	8/27/13
LOCAL INFUSIONS, LLC	UNITED STATES		App. No. 85/656729; Reg. No. 4393688	8/27/13
LOCAL INFUSIONS, LLC	UNITED STATES	BRENNE	App. No. 85/537936; Reg. No. 4262771	12/18/12
LOCAL INFUSIONS, LLC	UNITED STATES	BRENNE CHARENTE FRANCE FRENCH SINGLE MALT WHISKY 40% ALC/VOL MATURED IN FRENCH OAK COGNAC CASKS ESTATE CASK 750 ML PRODUCT OF FRANCE	App. No. 88/302230; Reg. No. 5947883	12/31/19

				
LOCAL INFUSIONS, LLC	UNITED STATES	BRENNE CHARENTE FRANCE TEN FRENCH SINGLE MALT WHISKY 48% ALC/VOL AGED 10 YEARS LIMITED EDITION 750 ML PRODUCT OF FRANCE 	App. No. 88/302168; Reg. No. 5866630	9/24/19
LOCAL INFUSIONS, LLC	UNITED STATES	THE SINGULAR MALT	App. No. 88/014002	6/25/18
LOCAL INFUSIONS, LLC	EU	BRENNE and Design	Reg. No. 017907850	—
LOCAL INFUSIONS, LLC	EU	BRENNE	Reg. No. 017908611	—
LOCAL INFUSIONS, LLC	CHINA	BRENNE and Design/Logo	Reg. No. 37708904	—