

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627561

<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>
LONKERO, LLC		02/12/2021	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NBSF, LLC		
<b>Street Address:</b>	1290 Avenue of the Americas		
<b>Internal Address:</b>	c/o Neuberger Berman Specialty Finance Fund		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90163102	THE FINNISH LONG DRINK LEGEND OF 1952 99	
<b>Serial Number:</b>	90163087	THE FINNISH LONG DRINK LEGEND OF 1952 ST	
<b>Serial Number:</b>	90163077	THE FINNISH LONG DRINK LEGEND OF 1952 CR	
<b>Serial Number:</b>	90111316	THE FINNISH LONG DRINK LEGEND OF 1952	
<b>Serial Number:</b>	87697911	FINNISH LONG DRINK	
<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>Email:</b>	laura.o'brien@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Ave.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	164387.00012		
<b>NAME OF SUBMITTER:</b>	Laura O'Brien		
<b>SIGNATURE:</b>	/Laura O'Brien/		
<b>DATE SIGNED:</b>	02/22/2021		

OP \$140.00 90163102

**Total Attachments: 8**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of February 12, 2021 is made by LONKERO, LLC, an Indiana limited liability company (the “Grantor”) in favor of NBSF, LLC (“Agent”).

WHEREAS, Grantor, as borrower, has entered into that certain Loan and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto (“Lenders”) and Agent, as administrative agent for the Lenders (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Loan Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement and the other Loan Documents, Grantor has granted to Agent a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, 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, now existing or hereafter adopted or acquired, 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 any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security**. Grantor hereby grants to Agent (for the benefit of Agent and the Lenders) a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This IP Security Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Governing Law.** THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS IP SECURITY AGREEMENT WITHOUT REGARD TO

CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR**

**LONKERO, LLC**

By:   
Name: B. Evan Burns  
Title: CEO

## SCHEDULE A

### **PATENTS AND PATENT LICENSES**

#### Patents:

None.

#### Patent Licenses:

1. To the extent applicable, those Patent Licenses granted pursuant to that certain Master Distribution and Brokerage Agreement made as of October 25, 2019, by and between Lonkero, LLC and Sothern Glazer's Wine and Spirits, LLC and its affiliated entities (the "Southern Glazer Agreement").
2. To the extent applicable, those Patent Licenses granted pursuant to that certain Manufacturing Agreement made February 15, 2019, between Crown Valley Winery, Inc. and The Long Drink Company (the "Crown Valley Agreement").
3. To the extent applicable, those Patent Licenses granted pursuant to that certain Alternating Proprietorship Production Services Agreement dated September 8, 2020, between Matt Brewing Co., Inc. and Lonkero, LLC (the "Matt Agreement").
4. To the extent applicable, those Patent Licenses granted pursuant to that certain letter agreement dated October 29, 2020, between MHW, Ltd. and Lonkero LLC (the "MHW Agreement").



## SCHEDULE B

### TRADEMARKS AND TRADEMARK LICENSES

Trademarks:

<u>Grantor</u>	<u>Serial Number</u>	<u>Trademark</u>	<u>Filing Date</u>
Lonkero, LLC	90163102	THE FINNISH LONG DRINK LEGEND OF 1952 99 CAL. 0 SUGAR 5% ALC./VOL.	September 7, 2020
Lonkero, LLC	90163087	THE FINNISH LONG DRINK LEGEND OF 1952 STRONG 8.5% ALC./VOL.	September 7, 2020
Lonkero, LLC	90163077	THE FINNISH LONG DRINK LEGEND OF 1952 CRANBERRY 5.5% ALC./VOL.	September 7, 2020
Lonkero, LLC	90111316	THE FINNISH LONG DRINK LEGEND OF 1952	August 13, 2020
Lonkero, LLC	87697911	FINNISH LONG DRINK	November 27, 2017

Trademark Licenses:

1. To the extent applicable, those Trademark Licenses granted pursuant to the Southern Glazer Agreement.
2. To the extent applicable, those Trademark Licenses granted pursuant to the Crown Valley Agreement.
3. To the extent applicable, those Trademark Licenses granted pursuant to the Matt Agreement.
4. To the extent applicable, those Trademark Licenses granted pursuant to the MHW Agreement.

**SCHEDULE C**

**COPYRIGHTS AND COPYRIGHT LICENSES**

**Copyrights:**

None.

**Copyright Licenses:**

1. To the extent applicable, those Copyright Licenses granted pursuant to the Southern Glazer Agreement.
2. To the extent applicable, those Copyright Licenses granted pursuant to the Crown Valley Agreement.
3. To the extent applicable, those Copyright Licenses granted pursuant to the Matt Agreement.
4. To the extent applicable, those Copyright Licenses granted pursuant to the MHW Agreement.