

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.J. Deutsch & Sons Ltd.		03/26/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3941690	ROCK VIEW	
Registration Number:	4856717	FIRST & LOCAL	
Registration Number:	3938787	TESORO DELLA REGINA	
Registration Number:	4942565	CENTER 38° NORTH	
Registration Number:	5179244	CARLYLE BLENDED SCOTCH WHISKY	
Registration Number:	5179243	CARLYLE	
Registration Number:	5236836	CARLYLE	
Registration Number:	5236834	THE NOBLE SCOT	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	6172390567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1444099.00072		
NAME OF SUBMITTER:	Carla Hines		

CH \$215.00 3941690

SIGNATURE:	/s/ Carla Hines
DATE SIGNED:	03/29/2021
Total Attachments: 5 source=confirmationag#page1.tif source=confirmationag#page2.tif source=confirmationag#page3.tif source=confirmationag#page4.tif source=confirmationag#page5.tif	

CONFIRMATION AGREEMENT

THIS CONFIRMATION AGREEMENT, dated as of March 26, 2021 (this “Confirmation”) is made by W.J. DEUTSCH & SONS LTD., a New York corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the benefit of itself and the other Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement (as defined below). All capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement, unless otherwise specified.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent were originally parties to that certain Credit Agreement dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”);

WHEREAS, in connection with the execution and delivery of the Existing Credit Agreement, the Grantor, the Administrative Agent and the other Loan Parties entered into that certain Trademark Security Agreement dated as of September 30, 2016 (as supplemented by that certain Supplemental Trademark Security Agreement dated August 25, 2017 among Grantor and Administrative Agent and as further amended, restated, supplemented or otherwise modified from time to time, including pursuant to this Confirmation, the “Trademark Security Agreement”), pursuant to which the Grantor granted a security interest in certain Trademark Collateral (as defined in the Trademark Security Agreement) to the Administrative Agent, in each case, as security for the payment and performance of the Obligations of the Loan Parties under the Existing Credit Agreement;

WHEREAS, concurrently herewith, the Grantor, the Administrative Agent, the Lenders and the other Loan Parties are entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), which amends and restates the Existing Credit Agreement to, among other things, increase the maximum amount of the Aggregate Revolving Commitments; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Confirmation to confirm and/or supplement the terms, provisions, and schedules and/or exhibits of the Trademark Security Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Confirmation of Trademark Security Agreement. Schedule A hereto shall be deemed to amend and restate the original Schedule A attached to the Trademark Security Agreement in its entirety and such Schedule A shall be incorporated into the Trademark Security Agreement as of the date hereof such that the Trademarks listed on Schedule A attached hereto shall be deemed to form part of the Trademark Collateral and, on and after the date hereof, each reference in the Trademark Security Agreement to Schedule A shall be deemed to refer to Schedule A as amended and restated by Schedule A hereto, as such schedule may be further amended, supplemented or otherwise modified from time to time in accordance with the Loan Documents. As of the date hereof, the Grantor hereby (a) ratifies and confirms all of the terms and provisions of the Trademark Security Agreement, and agrees that all of such terms and provisions remain in full force and effect, and (b) acknowledges and agrees that on and after the execution and delivery of the Credit Agreement and the consummation of the transactions contemplated thereby (x) the Trademark Security Agreement and the security interests granted thereunder continue to secure the Obligations of the Loan Parties under the Credit Agreement, (y) the security

interests granted by the Grantor to the Administrative Agent pursuant to the Trademark Security Agreement constitute valid, binding and enforceable Liens on all Trademark Collateral subject to the Trademark Security Agreement, and (z) all references in the Trademark Security Agreement to the "Credit Agreement" shall be deemed to refer to the Credit Agreement (as defined in this Confirmation). The Grantor hereby further confirms that (i) all representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation), and (ii) Schedule A attached to the Trademark Security Agreement as amended and restated by Schedule A hereto is true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation).

2. Miscellaneous.

(a) This Confirmation, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of New York.

(b) Unless otherwise provided herein, nothing in this Confirmation shall be deemed to constitute an amendment, modification, or waiver of any of the provisions of the Trademark Security Agreement, which shall remain in full force and effect as of the date hereof.

(c) This Confirmation shall constitute a "Loan Document" (as such term is defined in the Credit Agreement).

(d) This Confirmation may be executed in any number of counterparts (including by way of facsimile or other electronic transmission), each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one instrument.

(e) The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Confirmation.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation Agreement to be duly executed as of the date first above written.

W.J. DEUTSCH & SONS LTD.
as Grantor

By: *Peter Szemenyei*
Name: Peter Szemenyei
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

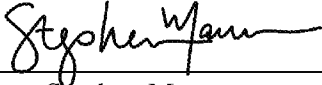
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation Agreement to be duly executed as of the date first above written.

W.J. DEUTSCH & SONS LTD.
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Stephen Marra
Title: Authorized Signatory .

Schedule A

OWNED UNITED STATES REGISTERED TRADEMARKS

Name of Obligor	Trademark	Registration Number	Registration Date
W.J. Deutsch & Sons Ltd.	Rock View	3,941,690	4/5/11
W.J. Deutsch & Sons Ltd.	First & Local	4,856,717	11/17/15
W.J. Deutsch & Sons Ltd.	Tesoro della Regina	3,938,787	3/29/11
W.J. Deutsch & Sons Ltd.	Center 38° North	4,942,565	4/19/16
W.J. Deutsch & Sons Ltd.	Carlyle Blended Scotch Whiskey	5,179,244	4/11/17
W.J. Deutsch & Sons Ltd.	Carlyle	5,179,243	4/11/17
W.J. Deutsch & Sons Ltd.	Carlyle and Portrait Design	5,236,836	7/4/17
W.J. Deutsch & Sons Ltd.	The Noble Scot	5,236,834	7/4/17

OWNED UNITED STATES TRADEMARK APPLICATIONS: None