

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640207

<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>
Brian Stephen Kirschenmann		01/13/2021	INDIVIDUAL: UNITED STATES
Wolf Spirit, LLC		01/13/2021	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rabo Agrifinance LLC		
<b>Street Address:</b>	14767 North Outer 40 Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<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>Registration Number:</b>	5087827	BELL KURVE	
<b>Registration Number:</b>	5698206	BLOOD SWEAT TEARS	
<b>Registration Number:</b>	5070016	DISTILLED AT ITS PEAK	
<b>Serial Number:</b>	90446008	MR. PICKLES	
<b>Registration Number:</b>	6201568	PUNCHER'S CHANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	314-552-6077		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	Thompson Coburn LLP		
<b>Address Line 2:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	44940-205679		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		

CH \$140.00 5087827

<b>SIGNATURE:</b>	/Shoko Naruo/
<b>DATE SIGNED:</b>	04/19/2021
<b>Total Attachments: 3</b> source=20210416102859562#page1.tif source=20210416102859562#page2.tif source=20210416102859562#page3.tif	

## GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK

This GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this **Patent and Trademark Security Agreement**) dated as of January 13, 2021, is made by and among by BRIAN STEPHEN KIRSCHENMANN ("Brian Kirschenmann") and WOLF SPIRIT, LLC, an Oregon limited liability company ("Wolf Spirit") (Brian Kirschenmann and Wolf Spirit are herein individually and collectively, "Grantors"), in favor of RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender");

WHEREAS, the Grantors have entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Lender;

WHEREAS, each Grantor has executed and delivered that certain Security Agreement, dated as of the date hereof, 2020, made by Grantor to the Lender (individually and collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Patent and Trademark Security Agreement for recording with the U.S. Patent and Trademark Office;

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in such Grantor's right, title and interest in and to the patent and trademark registrations and applications referred to on Schedule I hereto; together with the goodwill associated with such trademark registrations and applications (collectively, the "**Patent and Trademark Collateral**"). Notwithstanding the foregoing, the security interest created by this Patent and Trademark Security Agreement shall not constitute a grant of a security interest in, and Patent and Trademark Collateral shall not include, any United States intent to use trademark application or intent to use service mark application to the extent that, and solely during the period in which such application is pending, the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark application or intent to use service mark application under applicable legal requirement; provided however, that once the respective intent to use trademark or service mark is registered, then the grant of the security interest set forth in in this SECTION 1 shall apply to such trademark and service mark.

SECTION 2. Security for Obligations. The grant of a security interest in the Patent and Trademark Collateral by each Grantor under this Patent and Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Collateral Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and Commissioner for Patents and any other applicable government officer record this Patent and Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Patent and Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Patent and Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

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

**GRANTOR**

Address for notices:

3014 20th Street  
Bakersfield, CA 93301

  
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**BRIAN STEPHEN KIRSCHENMANN**

**WOLF SPIRIT, LLC**, an Oregon limited liability company

Address for notices:

1300 SW Fifth Avenue, Suite 2400  
Portland, OR 97201  
Attention: Brian Kirschenmann

By:   
\_\_\_\_\_  
**BRIAN STEPHEN KIRSCHENMANN**

Manager

3014 20th Street  
Bakersfield, CA 93301

**Schedule I**

Patents and Trademarks

Patents:

None.

Trademarks:

	<b>Mark</b>	<b>Status</b>	<b>Goods</b>
1	<u>BELL CURVE</u> RN: 5087827	Registered, November 22, 2016	Int'l Class: 33 (Int'l Class: 33) distilled spirits; vodka
2	<u>BLOOD SWEAT TEARS</u> RN: 5698206	Registered, March 12, 2019	Int'l Class: 33 (Int'l Class: 33) Alcoholic beverages except beers; Distilled spirits
3	<u>DISTILLED AT ITS PEAK</u> RN: 5070016	Registered, October 25, 2016	Int'l Class: 33 (Int'l Class: 33) distilled spirits; vodka
4	<u>MR. PICKLES</u> SN: 90446008	Filed: January 2, 2021	Int'l Class: 33 (Int'l Class: 33) Spirits; Spirits and liqueurs; Distilled spirits; Prepared cocktails consisting primarily of distilled spirits and also including beer
5	<u>PUNCHER'S CHANCE</u> RN: 6201568	Registered, November 17, 2020	Int'l Class: 33 (Int'l Class: 33) Spirits; distilled spirits; whiskey spirits