

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641288

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900598358		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Live Oak Banking Company		01/11/2021	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE EXHIBIT C CONCEPT LLC		
<b>Street Address:</b>	350 Hopping Brook Road		
<b>City:</b>	Holliston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01746		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90460769	FIRE PUNCHER	
<b>Serial Number:</b>	88503416	WIRE WORKS	
<b>Serial Number:</b>	85958749	MEDFORD RUM	
<b>Serial Number:</b>	85401575	GRANDTEN	
<b>Serial Number:</b>	85404110	GTD	
<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>	+1.978.463.9100		
<b>Email:</b>	trademarks@sandsip.com		
<b>Correspondent Name:</b>	Aaron Y. Silverstein		
<b>Address Line 1:</b>	14 Cedar Street, Suite 224		
<b>Address Line 4:</b>	Amesbury, MASSACHUSETTS 01913-1831		
<b>NAME OF SUBMITTER:</b>	Aaron Y. Silverstein		
<b>SIGNATURE:</b>	/Aaron Y. Silverstein/		
<b>DATE SIGNED:</b>	04/22/2021		

**Total Attachments: 7**

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SECURED PARTY'S BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that LIVE OAK BANKING COMPANY, having an office at 1741 Tiburon Drive, Wilmington, NC 28403 (the "Secured Party"), for and in consideration of the purchase price of ONE HUNDRED THOUSAND and 00/XX (\$100,000.00) dollars lawful money of the United States, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Secured Party's rights under applicable agreements and applicable law as a secured creditor of GrandTen Distilling LLC, located at 383 Dorchester Ave., Ste 130, Boston, MA 02127 (the "Debtor"), hereby assigns, sells and transfers free and clear of any security interest of the Secured Party all of the right, title and interest of the Debtor in and to all business assets described in Schedule A attached to and made a part of this Bill of Sale (all such property, being hereinafter called the "Property") to THE EXHIBIT C CONCEPT LLC (the "Buyer").

April 22, 2021

AS

RECITALS

A. The Secured Party is the holder of a perfected security interest in and to the Debtor's Property pursuant to, among other things, certain loan documents executed by the Debtor and delivered to the Secured Party in connection with the establishment of certain financing facilities (collectively, with all amendments, supplements, extensions and addenda thereto, the "Financing Documents");

B. As part of the Financing Documents, the Debtor executed and delivered to the Secured Party certain security agreements and other agreements providing security and collateral for the obligations under the Financing Documents (collectively, the "Security Agreements");

C. The Security Agreements secure, among other things, payment and performance of the obligations and liabilities of the Debtor to the Secured Party (collectively, the "Obligations");

D. The Debtor is default of its Obligations under Financing Documents;

E. The Secured Party, as a secured party within the meaning of Article 9 of the Uniform Commercial Code as in effect in The Commonwealth of Massachusetts (Massachusetts General Laws Chapter 106, Section 9-101 et seq.) (the "UCC"), has exercised its rights granted under the Security Agreements and wishes to sell the Property pursuant to Section 9-610 of the UCC and other applicable law (together, "Applicable Law"), in foreclosure of the Secured Party's liens and security interest therein; and

F. Pursuant to a private sale under Article 9 of the UCC, the Buyer wishes to purchase and acquire all right, title and interest of the Secured Party in all of the Property.

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Assignment of trademarks include assignment of entire interest and goodwill.

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, BY WHICH THE BUYER AND SECURED PARTY AGREE TO BE BOUND UPON THE DELIVERY TO EACH PARTY OF A COPY OF THIS BILL OF SALE EXECUTED BY THE OTHER PARTY:

1. Method of Payment. The Buyer shall pay Ninety-Five Thousand Dollars (\$95,000.00) of the purchase price to the Secured Party by wire transfer.

2. Sales and Use Taxes. Buyer agrees that it shall in all events be responsible for the payment of any sales or use or other taxes that may be payable to any governmental entity as a result of this transaction (other than those taxes charged upon or by reference to the overall net income or profits of the Secured Party) and shall indemnify Secured Party for any such taxes that are determined to be owing and that are sought to be collected from Secured Party.

3. Secured Party's Representations and Warranties. The Secured Party hereby represents and warrants to the Buyer as follows:

(a) The Secured Party is the current and exclusive holder of the Obligations.

(b) The Obligations are secured by a valid security interest in the Property under the applicable provisions of the UCC, to the extent that the UCC governs the creation of the Secured Party's security interest in the Property.

(c) The Obligations remain in default.

(d) By this Bill of Sale and pursuant to the secured party sale process conducted by the Secured Party in support hereof, the Secured Party conveys all the Property to the Buyer free and clear of all rights, claims, liens, security interest or charges of the Secured Party or its affiliates.

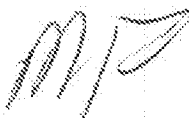
(e) In regard to the secured party sale process, the Secured Party hereby represents and warrants that:

(i) The Property is being conveyed hereunder and Buyer is receiving title thereto, pursuant to Section 9-610 of the UCC;

(ii) The Secured Party has given notice of the sale contemplated hereunder to the Debtor, and all other parties entitled thereto under Applicable Law; and

(iii) The Secured Party has not made any prior assignment, sale, pledge or other disposition of the Obligations or the Property.

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(f) The Secured Party has full power and authority to enter into this Bill of Sale and to perform its obligations under this Bill of Sale and to consummate the transactions contemplated hereby.

(g) The execution and delivery of this Bill of Sale and the performance of Secured Party's obligations hereunder has been duly authorized by all necessary actions by the Secured Party.

(h) This Bill of Sale is the legal, valid and binding agreement of the Secured Party, enforceable against the Secured Party in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, moratorium or similar laws of general application relating to or affecting creditors' rights generally.

4. As Is Sale. THE SECURED PARTY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. THE PROPERTY IS SOLD "AS IS" AND "WHERE IS", AND THE SECURED PARTY MAKES NO WARRANTIES AS TO, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) THE SECURED PARTY SHALL NOT BE REQUIRED TO PREPARE THE PROPERTY FOR SHIPMENT AND (B) THE BUYER SHALL PAY ALL EXPENSES IN CONNECTION WITH ANY REMOVAL OR TRANSPORTATION OF THE PROPERTY FROM ITS LOCATION AT THE TIME OF, AND SHALL ASSUME AND BEAR ALL RISKS OF LOSS WITH RESPECT TO THE PROPERTY UPON THE DELIVERY TO THE BUYER OF A COPY OF THIS BILL OF SALE EXECUTED BY THE SECURED PARTY.

*MF*  
5. Additional Lien. Cambridge Savings Bank ("CSB") is the holder of a first priority lien on certain assets of the Debtor and has agreed to release said lien in exchange for payment of \$5,000.00. Said \$5,000.00 payment to CSB shall be made by the Buyer upon payment of the \$95,000.00 payment to Secured Party. Upon receipt of said \$5,000.00 payment, CSB authorizes the Buyer to file any lien release documents and UCC Termination Statements Buyer deems appropriate. Said lien release by CSB does not affect any rights CSB may have against any guarantors of the obligations of the Debtor to CSB.

6. Miscellaneous. This Bill of Sale (a) constitutes the entire agreement between the Secured Party and the Buyer with respect to the sale of the Property, and supersedes all prior and contemporaneous agreements, negotiations and discussions, whether oral or written, between the Secured Party and the Buyer with respect thereto, (b) shall be construed, interpreted and enforced in accordance with the internal law of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws, and (c) shall be binding upon and inure to the benefit of the Secured Party and the Buyer, and their respective successors, distributees, legal representatives and assignees. The

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Secured Party may, at its sole option, require the Buyer to execute the statement following this Bill of Sale and return a copy of this Bill of Sale to the Secured Party with such statement so executed, but any failure by the Secured Party to impose such requirement or failure by the Buyer to comply therewith shall not render invalid or otherwise affect this Bill of Sale in any respect. The Secured Party covenants and agrees with the Buyer that the Secured Party, and its successors and assigns, shall, at the Buyer's sole cost, expense and risk of loss, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to convey the Property to the Buyer or otherwise carry out the purposes of this Bill of Sale, and to take such other actions as may be reasonably necessary to assure to the Buyer, its successors and/or assigns, all rights and benefits hereof. Any and all liabilities, obligations, guarantees (including lease guarantees), damages, losses, debts, claims, demands, judgments or settlements of any nature or kind, whether known or unknown, fixed, accrued or unaccrued, absolute or contingent, liquidated or unliquidated, matured or unmatured of the Debtor, or any affiliate of the Debtor, whether to the Secured Party, to other lenders of the Debtor or the employees, contract parties, taxing authorities or trade creditors of the Debtor or any affiliate or to any other party, all such claims, liabilities and costs to be retained by the Debtor. Buyer is hereby authorized to file, at Buyer's sole cost and expense, UCC Financing Statement terminations of all UCC Financing Statements listing Debtor as the "debtor" and Secured Party as the "secured party."

IN WITNESS WHEREOF, the Secured Party has executed this Bill of Sale on the 11<sup>th</sup> day of January, 2021.

LIVE OAK BANKING COMPANY

By Alexandra Clement, AVP 1/4/20  
Alexandra Clements, AVP  
Live Oak Bank

CAMBRIDGE SAVINGS BANK (as to Paragraph 5 only)

By \_\_\_\_\_

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TRADEMARK  
REEL: 007261 FRAME: 0894

Secured Party may, at its sole option, require the Buyer to execute the statement following this Bill of Sale and return a copy of this Bill of Sale to the Secured Party with such statement so executed, but any failure by the Secured Party to impose such requirement or failure by the Buyer to comply therewith shall not render invalid or otherwise affect this Bill of Sale in any respect. The Secured Party covenants and agrees with the Buyer that the Secured Party, and its successors and assigns, shall, at the Buyer's sole cost, expense and risk of loss, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to convey the Property to the Buyer or otherwise carry out the purposes of this Bill of Sale, and to take such other actions as may be reasonably necessary to assure to the Buyer, its successors and/or assigns, all rights and benefits hereof. Any and all liabilities, obligations, guarantees (including lease guarantees), damages, losses, debts, claims, demands, judgments or settlements of any nature or kind, whether known or unknown, fixed, accrued or unaccrued, absolute or contingent, liquidated or unliquidated, matured or unmatured of the Debtor, or any affiliate of the Debtor, whether to the Secured Party, to other lenders of the Debtor or the employees, contract parties, taxing authorities or trade creditors of the Debtor or any affiliate or to any other party, all such claims, liabilities and costs to be retained by the Debtor. Buyer is hereby authorized to file, at Buyer's sole cost and expense, UCC Financing Statement terminations of all UCC Financing Statements listing Debtor as the "debtor" and Secured Party as the "secured party."

IN WITNESS WHEREOF, the Secured Party has executed this Bill of Sale on the 11<sup>th</sup> day of January, 2021.

LIVE OAK BANKING COMPANY

By \_\_\_\_\_

CAMBRIDGE SAVINGS BANK (as to Paragraph 5 only)

By \_\_\_\_\_

*Mark S. Post,*  
*Its duly-authorized attorney*

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**TRADEMARK**  
**REEL: 007261 FRAME: 0895**

EXHIBIT A

- Adolf Adrian 200 liter hybrid still
- Adolf Adrian 1000 liter pot still
- Brewmation 1,150 hot liquor tank
- 2 Brewmation 16bbl jacketed fermenters
- Brewmation 615 gallon mash tun
- Brewmation 2hp glycol chiller
- 1000 jacked fermenter with 8 hp motor
- Bottle filler
- Forklift
- Boiler
- 80 wood barrels filled with product
- All trade marks
- Website
- Labels
- All Dry goods glass

*MZ*

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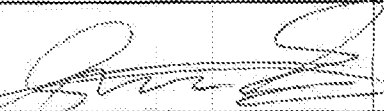
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**BUYER'S ACKNOWLEDGMENT AND AGREEMENT**

The undersigned Buyer certifies to Live Oak Bank. (the "Secured Party") that (1) a fully completed copy of the foregoing Bill of Sale executed by the Secured Party has been delivered to such Buyer and (2) such Buyer (a) has received and accepted on the date hereof all of the Property, as such term is defined in such Bill of Sale, (b) has fully inspected such Property prior to its payment of the purchase price of the Property pursuant to such Bill of Sale and (c) accepts and agrees to all terms and conditions of such Bill of Sale.

Dated: January 11, 2021

By:   
Name: SEAN GROGAN  
Title: OWNER

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