

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654010

<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>
Riazul Imports, LLC		06/01/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paterno Imports, Ltd.		
<b>Street Address:</b>	900 Armour Drive		
<b>City:</b>	Lake Bluff		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60044		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4801044	RIAZUL	
<b>Registration Number:</b>	3647991	RIAZUL	
<b>Registration Number:</b>	5114964	RIAZULEÑO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	3123722000		
<b>Email:</b>	jmikulina@mwe.com, eatkins@mwe.com, zbeal@mwe.com, ipdocketmwe@mwe.com		
<b>Correspondent Name:</b>	Eleanor Atkins		
<b>Address Line 1:</b>	500 North Capitol Street, NW		
<b>Address Line 2:</b>	McDermott Will & Emery LLP		
<b>Address Line 4:</b>	Washington, D.C. 20001-1531		
<b>ATTORNEY DOCKET NUMBER:</b>	077126-0010		
<b>NAME OF SUBMITTER:</b>	Eleanor Atkins		
<b>SIGNATURE:</b>	/Eleanor Atkins/		
<b>DATE SIGNED:</b>	06/15/2021		
<b>Total Attachments: 4</b>			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of June 1, 2021, is made by and between Riazul Imports, LLC, a Texas limited liability company (the "Grantor") in favor of Paterno Imports LTD (the "Lender"), an Illinois corporation.

WHEREAS, the Grantor has entered into the Secured Promissory Note dated as of June 1, 2021 (the "Promissory Note"), with the Lender.

WHEREAS, under the terms of the Promissory Note, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registration set forth on Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Promissory Note, which is hereby incorporated by reference. The provisions of the Promissory Note shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Promissory Note and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

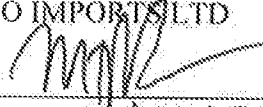
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RIAZUL IMPORTS, LLC

By:   
Name: Inaki Orozco  
Title: President


AGREED TO AND ACCEPTED:

PATERNO IMPORTS LTD

By:   
Name: Michael J. DeBerg  
Title: VP

**SCHEDULE 1**

**TRADEMARKS**

Country	Trademark / Reg. No. / Serial No.	Status / Key Dates	Goods/Services	Owner Information
US	<p>RIAZUL and Design</p>  <p>RN: 4801044 SN: 86371498</p>	<p>Registered, January 20, 2021 Office Status: Section 8- Accepted Int'l Class: 33 First Use: March 25, 2015 Filed: August 20, 2014 Registered: August 25, 2015</p>	<p>Int'l Class: 33 (Int'l Class: 33) Alcoholic beverages, namely, Tequila</p>	<p>Riazul Imports, LLC (Texas Limited Liability Company) No. B 1214 Welch, Houston, TX 77006 United States of America</p>
US	<p>RIAZUL RN: 3647991 SN: 77014118</p>	<p>Renewed, March 9, 2019 Office Status: Registered and Renewed Int'l Class: 33 First Use: October 2, 2008 Filed: October 4, 2006 Registered: June 30, 2009 Last Renewal: June 30, 2019</p>	<p>Int'l Class: 33 (Int'l Class: 33) Alcoholic beverages, namely, tequila</p>	<p>Riazul Imports, L.L.C. (Texas Limited Liability Company) 1214 Welch, No. B, Houston, Texas 77006 United States of America</p>
US	<p>RIAZULEÑO RN: 5114964 SN: 86370976</p>	<p>Registered, January 3, 2017 Int'l Class: 33 First Use: April 2, 2013 Filed: August 19, 2014 Registered: January 3, 2017</p>	<p>Int'l Class: 33 (Int'l Class: 33) Alcoholic beverages, namely, Tequila</p>	<p>Riazul Imports, LLC (Texas Limited Liability Company) No. B 1214 Welch, Houston, Texas 77006 United States of America</p>