

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665976

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900632857		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROOKE, LLC		07/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	1 EAST WASHINGTON STREET		
Internal Address:	SUITE 1400		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004-2559		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4680433	WHISKEY ROW	
Registration Number:	4359778	EL HEFE	
Registration Number:	4715327	FARM AND CRAFT	
Registration Number:	4890755	HAND CUT	
Registration Number:	4668470	RIOT HOUSE	
Registration Number:	4854589	RIOT HOSPITALITY GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	cheryl.clark@quarles.com,ip-docket@quarles.com		
Correspondent Name:	QUARLES & BRADY LLP		
Address Line 1:	411 E. WISCONSIN AVENUE		
Address Line 4:	MILWAUKEE, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	115253.00215		
NAME OF SUBMITTER:	Heather L. Buchta		

SIGNATURE:	/Heather L. Buchta/
DATE SIGNED:	08/09/2021
Total Attachments: 5 source=CoverSheet#page1.tif source=Trademark Security Agreement (002)#page1.tif source=Trademark Security Agreement (002)#page2.tif source=Trademark Security Agreement (002)#page3.tif source=Trademark Security Agreement (002)#page4.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROOKE, LLC		07/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	1 EAST WASHINGTON STREET		
Internal Address:	SUITE 1400		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004-2559		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4680433	WHISKEY ROW	
Registration Number:	4359778	EL HEFE	
Registration Number:	4715327	FARM AND CRAFT	
Registration Number:	4890755	HAND CUT	
Registration Number:	4668470	RIOT HOUSE	
Registration Number:	4854589	RIOT HOSPITALITY GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	cheryl.clark@quarles.com		
Correspondent Name:	QUARLES & BRADY LLP		
Address Line 1:	411 E. WISCONSIN AVENUE		
Address Line 4:	MILWAUKEE, WISCONSIN 53202		
NAME OF SUBMITTER:	Heather L. Buchta		
SIGNATURE:	/Heather L. Buchta/		
DATE SIGNED:	07/29/2021		
Total Attachments: 4			

CH \$165.00 4680433

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of July 1, 2021, is made by Rooke, LLC, a Delaware limited liability company (“**Grantor**”) in favor of Western Alliance Bank, an Arizona corporation (“**Lender**”).

Grantor and Lender have entered into (i) a Loan Agreement dated as of July 1, 2021 (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, or supplemented, referred to as the “**Credit Agreement**”); and (ii) a Security Agreement dated of July 1, 2021 (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, or supplemented, referred to as the “**Security Agreement**”).

Under the terms of the Credit Agreement and Security Agreement, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Lender therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **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 of a security interest therein would impair, under applicable federal law, 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 use of the Trademarks by the Entity Guarantors as that term is defined in the Credit Agreement; 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, 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 Lender's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, Security Agreement, 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 State of Arizona.

[signature page to follow]

Grantor and Lender have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR:

ROOKE, LLC, a Delaware limited liability company

By: Milo Companies, LLC, a Nevada
limited liability company

Its: Manager

By: 

Name: Ryan W. Hibbert

Its: Manager

Grantor Signature Page - Trademark Security Agreement (Rooke, LLC)

QB68394854

TRADEMARK
REEL: 007377 FRAME: 0036

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration #	Filing Date	Owner
WHISKEY ROW	4680433	September 21, 2011	Rooke, LLC
EL HEFE	4359778	March 25, 2011	Rooke, LLC
FARM & CRAFT	4715327	August 1, 2014	Rooke, LLC
HAND CUT	4890755	July 13, 2015	Rooke, LLC
RIOT HOUSE	4668470	October 2, 2013	Rooke, LLC
RIOT HOSPITALITY GROUP	4854589	March 18, 2015	Rooke, LLC