

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677776

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900642591

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREEN RIVER SPIRITS COMPANY		09/03/2021	Corporation: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	TRUIST BANK, as Administrative Agent
Street Address:	245 Peachtree Center Avenue, NE, 17th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	banking corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88817068	GREEN RIVER

CORRESPONDENCE DATA

Fax Number: 4045228409

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.

Phone: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Harrison J. Roberts
SIGNATURE:	/hjr/
DATE SIGNED:	09/29/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

September 3, 2021

WHEREAS, **GREEN RIVER SPIRITS COMPANY**, a South Carolina corporation formerly known as Terressentia Corporation (the "Grantor") and **TRUIST BANK**, a North Carolina banking corporation and successor by merger to SunTrust Bank, in its capacity as agent for Lenders (the "Grantee") are parties to that certain Consent to Purchase of Certain Assets and Intellectual Property effective as of October 1, 2019 (the "Consent Agreement"), pursuant to which, among other things, as a condition precedent to Grantee's Consent (as defined in the Consent Agreement), Grantor has agreed to enter into this Trademark Security Agreement;

WHEREAS, Grantor owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto ("Trademark Collateral"); and

WHEREAS, Grantee desires to acquire a security interest in, and lien on, all of the Grantor's right, title and interest in and to the Trademark Collateral; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Revolving Credit and Term Loan Agreement dated April 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and Grantee, as well as Borrowers (which includes Grantor) and Lenders (as each term is defined in the Credit Agreement), the Grantor hereby grants to the Grantee, for its benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement), a security interest in, and a lien upon, all of the Grantor's right, title and interest in and to the Trademark Collateral, (i) all Proceeds (as such term is defined in the Credit Agreement) of the Trademark Collateral, (ii) all of the goodwill of the businesses with which the Trademark Collateral are associated, and (iii) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Trademark Collateral or unfair competition regarding the same (collectively, "Grant of Security Interest").

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all of the Obligations (as such term is defined in the Credit Agreement).

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement and the Security Agreement (as such term is defined in the Credit Agreement). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to (and not in lieu of), those set forth in the Credit Agreement. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of page intentionally left blank; signature appear on the following pages.]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement on the date first written above.

GRANTOR:

GREEN RIVER SPIRITS COMPANY,
formerly known as Terressentia Corporation

By: 

Name: Valerie Lightfoot

Title: Chief Financial Officer

FOREIGN TRADEMARKS:Registrations:

Owner	Country	Trademark	Registration Number
Green River Spirits Company	China	GREEN RIVER	49430747; Class 21
Green River Spirits Company	China	GREEN RIVER	49445735; Class 25
Green River Spirits Company	China	GREEN RIVER	49420508; Class 32
Green River Spirits Company	China	GREEN RIVER	49441229; Class 40
Green River Spirits Company	European Union	GREEN RIVER	018287122
Green River Spirits Company	India	GREEN RIVER	4636087; Class 21
Green River Spirits Company	India	GREEN RIVER	4636088; Class 25
Green River Spirits Company	India	GREEN RIVER	4636090; Class 33
Green River Spirits Company	India	GREEN RIVER	4636091; Class 35
Green River Spirits Company	India	GREEN RIVER	4636092; Class 40
Green River Spirits Company	India	GREEN RIVER	4636093; Class 42
Green River Spirits Company	Japan	GREEN RIVER	2020-098541
Green River Spirits Company	New Zealand	GREEN RIVER	1155953
Green River Spirits Company	United Kingdom	GREEN RIVER	UK00003577556

Applications:

Owner	Country	Trademark	Application Number
Green River Spirits Company	Australia	GREEN RIVER	2110349
Green River Spirits Company	China	GREEN RIVER	57464628; Class 33
Green River Spirits Company	India	GREEN RIVER	4636089; Class 32
Green River Spirits Company	South Africa	GREEN RIVER	2020/19581; Class 21
Green River Spirits Company	South Africa	GREEN RIVER	2020/19583; Class 25
Green River Spirits Company	South Africa	GREEN RIVER	2020/19585; Class 32
Green River Spirits Company	South Africa	GREEN RIVER	2020/19588; Class 33
Green River Spirits Company	South Africa	GREEN RIVER	2020/19589; Class 35
Green River Spirits Company	South Africa	GREEN RIVER	2020/19590; Class 40
Green River Spirits Company	South Africa	GREEN RIVER	2020/19591; Class 42
Green River Spirits Company	South Korea	GREEN RIVER	40-2020-0155003
Green River Spirits Company	South Korea	GREEN RIVER	40-2020-0155018
Green River Spirits Company	South Korea	GREEN RIVER	40-2020-0155021
Green River Spirits Company	Taiwan	GREEN RIVER	109054371
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31661; Class 21
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31662; Class 25
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31663; Class 32
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31664; Class 33
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31665; Class 35
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31666; Class 40
Green River Spirits Company	Vietnam	GREEN RIVER	4-2020-31668; Class 42

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