

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696935

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900657520		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KC Whiskey River, LLC		11/03/2021	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sandton Capital Solutions Master Fund V, LP		
<b>Street Address:</b>	16 West 46th Street		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90727710	WHISKEY RIVER SALOON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178970998		
<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>	6173106098		
<b>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany A. Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	146236.010600		
<b>NAME OF SUBMITTER:</b>	Bethany A. Stokes		
<b>SIGNATURE:</b>	/Bethany A. Stokes/		
<b>DATE SIGNED:</b>	12/22/2021		
<b>Total Attachments: 4</b>			
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source=61107815\_v 1\_Sandton - Trademark Security Agreement#page4.tif

## GRANT OF TRADEMARK SECURITY INTEREST

November 3, 2021

WHEREAS, **KC WHISKEY RIVER, LLC**, a Tennessee limited liability company (“**KC Whiskey River**”) and **KC LUCKY BASTARD, LLC**, a Tennessee limited liability company (“**KC Lucky Bastard**”), and together with **KC Whiskey River**, collectively, the “**Grantors**” and each a “**Grantor**”) own and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantors have entered into a Credit Agreement, dated as of October 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the financial institutions and other persons named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Sandton Capital Solutions Master Fund V, LP, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

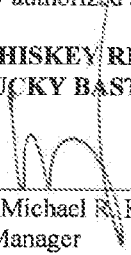
Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

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

KC WHISKEY RIVER, LLC  
KC LUCKY BASTARD, LLC

By:   
Name: Michael R. Kelly  
Title: Manager

{Signature Page to Trademark Security Agreement}

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
KC Lucky Bastard, LLC	“Lucky Bastard Saloon”	88/152702 6,158,799	10/12/2018 9/22/2020
KC Whiskey River, LLC	“Whiskey River Saloon”	90727710	5/21/2021