

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705997

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900666857

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United States Distilled Products Co.		10/28/2021	Corporation: MINNESOTA
Phillilps Products Co., LLC		10/28/2021	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	50 South Sixth Street
Internal Address:	Suite 1000
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 173

Property Type	Number	Word Mark
Registration Number:	4867358	896
Registration Number:	5325221	1941
Registration Number:	6065408	BAHIA DE LARGO
Registration Number:	4102934	BARRIO
Registration Number:	6201458	BARTRAM'S
Registration Number:	4061555	BELLARAE
Registration Number:	4366705	BELLE GABRIELLE CHOCOLATIER
Registration Number:	5882481	BLACK 100
Registration Number:	1801664	BLACK EAGLE
Registration Number:	1671297	BLUE 100
Registration Number:	4077728	BROKEN BELL
Registration Number:	5326124	CAFÉ BUENO COFFEE LIQUEUR
Registration Number:	4112620	CAFÉ FRESCO
Registration Number:	3551196	CAFÉ GRANITA
Registration Number:	5366166	CANASTEROS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4247073	CAPATINA
Registration Number:	4104950	CAZUL 100
Registration Number:	4032752	CAZUL SOL
Registration Number:	3772078	CROOKED BAY
Registration Number:	3493155	CROSS KEYS RUM
Registration Number:	4154491	DECADENT
Registration Number:	2235409	
Registration Number:	5870126	
Registration Number:	5870127	
Registration Number:	5567060	DOUGLAS & TODD
Registration Number:	3427959	DREGO AZUL
Registration Number:	4071075	DSC DEVELOPERS OF THE FINEST CORPORATE B
Registration Number:	4132256	DSC DEVELOPERS OF THE FINEST CORPORATE B
Registration Number:	3909083	ELLINGTON CANADIAN
Registration Number:	6147581	ENJOY DOING GOOD
Registration Number:	5951017	EPS FARM CRAFTED PRAIRIE ORGANIC CUCUMBE
Registration Number:	5962437	EPS FARM CRAFTED PRAIRIE ORGANIC GIN 40%
Registration Number:	5951019	EPS FARM CRAFTED PRAIRIE ORGANIC VODKA 4
Registration Number:	6521056	ESTELA'S METODO VIEJO
Registration Number:	4187329	ETHAN KOLL
Registration Number:	3370115	EXACT
Registration Number:	5608784	FARM CRAFTED
Registration Number:	3480161	FENNELLYS
Registration Number:	5556489	FINAGREN'S
Registration Number:	6158768	FLINTLOCK
Registration Number:	4238516	FOUREVER
Registration Number:	4784225	FROM SEED TO GLASS
Registration Number:	5920086	GOLDEN VALE
Registration Number:	4854352	HELL-CAT MAGGIE
Registration Number:	5912323	HOT 100
Registration Number:	1765355	HOT STUFF
Registration Number:	2235408	HOW SWEET IT ISN'T
Registration Number:	3915069	ICE CAP
Registration Number:	2507596	ICEHOLE
Registration Number:	5004240	IVANHALDER'S 1815
Registration Number:	3963006	JONATHAN DRAKE
Registration Number:	3442636	JOSE DIEGO
Registration Number:	5927029	KING'S CREEK

Property Type	Number	Word Mark
Registration Number:	4953054	KOVA COFFEE LIQUEUR
Registration Number:	5340844	LANDUCCI
Registration Number:	3581233	LARGO BAY
Registration Number:	3573275	LOS TREJOS
Registration Number:	4049984	LUXUS
Registration Number:	4798057	MADE WITH RESPECT FROM SEED TO GLASS
Registration Number:	6086526	MERCANTILE
Registration Number:	3681298	MR. STACKS
Registration Number:	5577547	MULLINS
Registration Number:	6131172	NATURE'S ORIGIN
Registration Number:	6165701	NOVATERRA
Registration Number:	3651953	PADDLEFORD CREEK BOURBON
Registration Number:	0782955	PHILLIPS
Registration Number:	1349869	PHILLIPS
Registration Number:	3061228	PHILLIPS UNION
Registration Number:	4169063	POPPIN'
Registration Number:	4684642	PRAIRIE
Registration Number:	4684643	PRAIRIE
Registration Number:	4684645	PRAIRIE
Registration Number:	6190641	PRAIRIE ORGANIC
Registration Number:	6046314	PRAIRIE ORGANIC MAKE MINE ORGANIC
Registration Number:	2795343	PREMIUM QUALITY EXCEPTIONAL VALUE
Registration Number:	3755685	RED MEDAL VAATKA
Registration Number:	6409819	REVEL STOKE
Registration Number:	3148266	REVELSTOKE
Registration Number:	5882480	ROOT 100
Registration Number:	5697382	SALUTE TO HEROES
Registration Number:	4007406	SATIN VODKA
Registration Number:	4067729	SEVEN SEAS RUM
Registration Number:	1486416	SIBERIAN ICE
Registration Number:	2379744	SILVER WOLF
Registration Number:	1848324	SILVER WOLF
Registration Number:	6452505	SNO SHOE
Registration Number:	2276497	SOURPUSS
Registration Number:	4359334	SOUTHERN STYLE SOUTHERN SWEET TEA HAND·C
Registration Number:	6147157	SPIRIT OF CHANGE FUND
Registration Number:	3915070	STARR BLU
Registration Number:	3078725	STINKY GRINGO

Property Type	Number	Word Mark
Registration Number:	5340202	THE ART OF THE STILL
Registration Number:	4242785	TRUESTONE
Registration Number:	5618321	TWO FOUNDERS 80 ACRES
Registration Number:	6071174	UNION ROSIE'S
Registration Number:	3281767	UV
Registration Number:	6146714	UV + 1 COCKTAILS
Registration Number:	3584410	UV APPLE
Registration Number:	5132418	UV BLUE
Registration Number:	4210008	UV CAKE
Registration Number:	3577776	UV CHERRY
Registration Number:	4534030	UV CHOCOLATE CAKE
Registration Number:	5933357	UV GO
Registration Number:	3281759	UV GRAPE
Registration Number:	3381671	UV LEMONADE
Registration Number:	5132419	UV ORANGE
Registration Number:	3577777	UV VANILLA
Registration Number:	6261390	UV+1
Registration Number:	4113107	VARIA
Registration Number:	5886890	V VEIL
Registration Number:	4122915	V VEIL
Registration Number:	3761518	VEIL VODKA
Registration Number:	6096713	WAVING PLAINS
Registration Number:	2629232	WHITE EAGLE
Registration Number:	4061507	XPLODE
Serial Number:	88788420	ASTYN
Serial Number:	90005994	BAYO HECHO EN MEXICO SMALL BATCH 100% DE
Serial Number:	97035138	BAYO HECHO EN MEXICO SMALL BATCH 100% DE
Serial Number:	88368379	BOGGY CREEK
Serial Number:	90092681	BOOTLEGGERS LEGENDARY BOUNTY
Serial Number:	90782366	BRING THE LIGHT
Serial Number:	90776481	BUTTER RIPPLE
Serial Number:	90780793	CAMPOVASO
Serial Number:	88915349	COMBINE
Serial Number:	88919078	COULEE
Serial Number:	90456734	CREAMING MIMI
Serial Number:	88788923	CREEK BED BOURBON
Serial Number:	90197071	CROOKED WILLOW
Serial Number:	90528141	CUBIST

Property Type	Number	Word Mark
Serial Number:	90672642	DISTILLER'S MARK
Serial Number:	90487030	DSC DISTILLER SALES COMPANY DEVELOPERS O
Serial Number:	90675099	FOR A MORE COLORFUL LIFE
Serial Number:	90528137	FREEZER VODKA
Serial Number:	90484738	GLENCARA FAMILY ESTATE
Serial Number:	88484325	GLENCARA FARMS
Serial Number:	88174759	GRANARY
Serial Number:	90092737	GUNPOWDER GERTIE
Serial Number:	90258464	HARVEST GRAIN
Serial Number:	90456718	HOTBOX
Serial Number:	88635364	NATIVE PASSAGE
Serial Number:	90464926	NUTCRUSHER
Serial Number:	88373846	ORGANIC PRAIRIE
Serial Number:	90793659	PINK KAREN
Serial Number:	97023135	PLAYANDO
Serial Number:	88373726	PRAIRIE ORGANIC
Serial Number:	90778035	RASPBERRY RIPPLE
Serial Number:	88135094	REEF RUNNER
Serial Number:	90483811	REVEL STOKE BLACKLIST
Serial Number:	90464981	REVEL STOKE BUZZSAW
Serial Number:	90655951	REVEL STOKE CRACKBERRY
Serial Number:	90655980	REVEL STOKE DISCO BISCUITS
Serial Number:	90483491	REVEL STOKE HARDCORE
Serial Number:	90481186	REVEL STOKE ROADKILL
Serial Number:	90483598	REVEL STOKE ROOT OF EVIL
Serial Number:	90483787	REVEL STOKE SMOKESCREEN
Serial Number:	90481202	REVEL STOKE SON OF A PEACH
Serial Number:	88365217	REVENTON
Serial Number:	88617182	SATURDAY MARKET
Serial Number:	88608109	SATURDAY SOCIAL
Serial Number:	88135110	SHADEHOUSE
Serial Number:	90456771	SHELLSHOCK
Serial Number:	88684497	SIX CROSS RUM
Serial Number:	90849959	SOUR PUSS SHOCKTAILS
Serial Number:	88084547	SOURPUSS
Serial Number:	90695243	SOUTHERN SOCIAL
Serial Number:	90456819	SPICENHEIMER
Serial Number:	90704664	STOKE YOUR WILD

Property Type	Number	Word Mark
Serial Number:	90780748	STRAWBERRY RIPPLE
Serial Number:	90550781	THE WORLD'S MOST REFRESHING VODKA
Serial Number:	88373591	TRAPPER'S CREEK BOURBON
Serial Number:	90550977	TRAPPER'S CREEK TENNESSEE WHISKEY
Serial Number:	90085100	UVNOW
Serial Number:	90085139	UVZERO

CORRESPONDENCE DATA

Fax Number: 6126046989

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: 6126046689

Email: tsitzmann@winthrop.com

Correspondent Name: Timothy D. Sitzmann

Address Line 1: 225 South Sixth Street

Address Line 2: Capella Tower Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 8636.447

NAME OF SUBMITTER: Timothy D. Sitzmann

SIGNATURE: /TDS/

DATE SIGNED: 02/02/2022

Total Attachments: 24

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 28, 2021, is made by and between UNITED STATES DISTILLED PRODUCTS CO., a Minnesota corporation (“USDP”), PHILLIPS PRODUCTS CO., LLC, a Minnesota limited liability company (“PPC”), BRAVO SALES, INC., a Nevada corporation (“Bravo”, and collectively with USDP and PPC, “Debtor”), and BMO HARRIS BANK N.A., a national banking association (“Secured Party”), and having a business location at the address set forth below next to its signature.

Recitals

Debtor and Secured Party are parties to a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Credit Agreement”) setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Debtor.

As a condition to extending credit to or for the account of Debtor, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security

Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted by applicable law.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

- (a) Existence; Authority. USDP and Bravo are corporations duly organized, validly existing and in good standing under the laws of their respective states of incorporation. PPC is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization. This Agreement has been duly and validly authorized by all necessary corporate and company actions on the part of each Debtor.
- (b) Patents. Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 60 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.
- (c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.
- (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item

were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

- (e) Title. Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.
- (g) Defense. Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

- (i) Secured Party's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.
- (k) Power of Attorney. To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

- (a) Secured Party may exercise any or all remedies available under the Credit Agreement.
- (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any

financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


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22607015v1

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[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

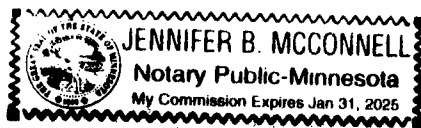
United States Distilled Products Co.
1607 South 12th Street
Princeton, Minnesota 55371

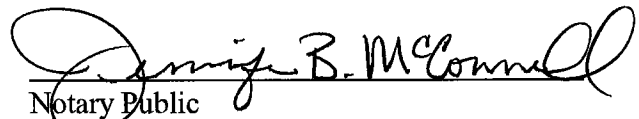
UNITED STATES DISTILLED PRODUCTS
CO., a Minnesota corporation

By: 
Brian Kohlbeck
Its: Chief Financial Officer

STATE OF Minnesota)
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 28th day of October, 2021, by Brian Kohlbeck, the Chief Financial Officer of United States Distilled Products Co., a Minnesota corporation, on behalf of the corporation.

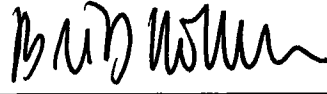



Notary Public

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

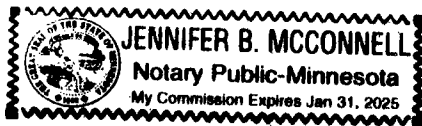
Phillips Products Co., LLC
1607 South 12th Street
Princeton, Minnesota 55371

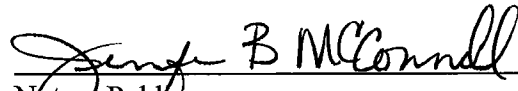
PHILLIPS PRODUCTS CO., LLC, a
Minnesota limited liability company

By: 
Brian Kohlbeck
Its: Chief Financial Officer

STATE OF Minnesota)
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 28th day of October, 2021, by Brian Kohlbeck, the Chief Financial Officer of Phillips Products Co., LLC, a Minnesota limited liability company, on behalf of the limited liability company.





Notary Public

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Bravo Sales, Inc.

1607 12th Street So
Princeton, MN 55371

BRAVO SALES, INC., a Nevada corporation

By: 

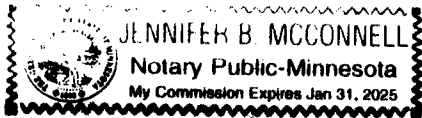
Brian Kohlbeck

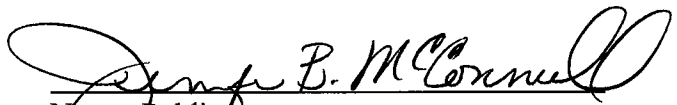
Its: Chief Financial Officer

STATE OF Minnesota)

COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 25th day of October, 2021, by Brian Kohlbeck, the Chief Financial Officer of Bravo Sales, Inc., a Nevada corporation, on behalf of the corporation.

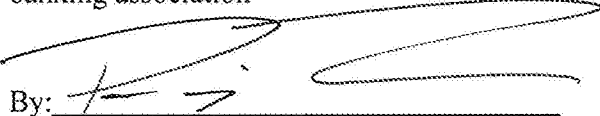



Notary Public

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

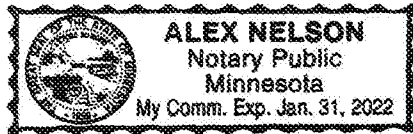
BMO Harris Bank N.A.
50 South Sixth Street, Suite 1000
Minneapolis, Minnesota 55402


BMO HARRIS BANK N.A., a national
banking association

By: 
Patrick Toutant
Its: Vice President

STATE OF MINNESOTA)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 18 day of October, 2021, by Patrick Toutant, the Vice President of BMO Harris Bank N.A., a national banking association, on behalf of the national banking association.





Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS****REGISTRATIONS**U.S. Federal Trademark Filings

Mark	Ser/Reg No.	Owner
896	4867358	United States Distilled Products Company
<u>1941</u>	5325221	United States Distilled Products Company
<u>ASTYN</u>	88788420	United States Distilled Products Company
<u>BAHIA DE LARGO</u>	6065408	Phillips Products Company LLC
<u>BARRIO</u>	4102934	Phillips Products Company, LLC
<u>BARTRAM'S</u>	6201458	United States Distilled Products Company
<u>BAYO HECHO EN MEXICO SMALL BATCH 100% DE AGAVE and Design</u>	90005994	United States Distilled Products Company
<u>BAYO HECHO EN MEXICO SMALL BATCH 100% DE AGAVE and Design</u>	97035138	United States Distilled Products Company
<u>BELLARAE</u>	4061555	United States Distilled Products Company
<u>BELLE GABRIELLE CHOCOLATIER</u>	4366705	United States Distilled Products Company
<u>BLACK 100</u>	5882481	Phillips Products Co., LLC
<u>BLACK EAGLE</u>	1801664	United States Distilled Products Company, DbA Eagle Distilled Products Co.
<u>BLUE 100</u>	1671297	Phillips Products Co., LLC
<u>BOGGY CREEK</u>	88368379	United States Distilled Products Company
<u>BOOTLEGGERS' LEGENDARY BOUNTY</u>	90092681	United States Distilled Products Company
<u>BRING THE LIGHT</u>	90782366	Phillips Products Company LLC

<u>BROKEN BELL</u>	4077728	United States Distilled Products Company
<u>BUTTER RIPPLE</u>	90776481	Phillips Products Company LLC
<u>CAFÉ BUENO COFFEE LIQUEUR</u>	5326124	United States Distilled Products Company
<u>CAFÉ FRESCO</u>	4112620	United States Distilled Products Company
<u>CAFÉ GRANITA</u>	3551196	Phillips Products Company, LLC
<u>CAMPOVASO</u>	90780793	United States Distilled Products Company
<u>CANASTEROS</u>	5366166	United States Distilled Products Company
<u>CAPATINA</u>	4247073	United States Distilled Products Company
<u>CAZUL 100</u>	4104950	Phillips Products Company, LLC
<u>CAZUL SOL</u>	4032752	Phillips Products Company, LLC
<u>COMBINE</u>	88915349	United States Distilled Products Company
<u>COULEE</u>	88919078	United States Distilled Products Company
<u>CREAMING MIMI</u>	90456734	Phillips Products Company LLC
<u>CREEK BED BOURBON</u>	88788923	United States Distilled Products Company
<u>CROOKED BAY</u>	3772078	Phillips Products Company, LLC
<u>CROOKED WILLOW</u>	90197071	United States Distilled Products Company
<u>CROSS KEYS RUM</u>	3493155	United States Distilled Products Company
<u>CUBIST</u>	90528141	Phillips Products Company LLC
<u>DECADENT</u>	4154491	United States Distilled Products Company
<u>Design Only</u>	2235409	Phillips Products Co., LLC
<u>Design Only</u>	5870126	United States Distilled Products Company
<u>Design Only</u>	5870127	United States Distilled Products Company

<u>DISTILLER'S MARK</u>	90672642	United States Distilled Products Company
<u>DOUGLAS & TODD</u>	5567060	United States Distilled Products Company
<u>DREGO AZUL</u>	3427959	Phillips Products Company, LLC
<u>DSC DEVELOPERS OF THE FINEST CORPORATE BRAND SPIRITS and Design</u>	4071075	United States Distilled Products Company
<u>DSC DEVELOPERS OF THE FINEST CORPORATE BRAND SPIRITS and Design</u>	4132256	United States Distilled Products Company
<u>DSC DISTILLER SALES COMPANY DEVELOPERS OF THE FINEST CORPORATE BRAND SPIRITS & WINES and Design</u>	90487030	United States Distilled Products Company
<u>ELLINGTON CANADIAN</u>	3909083	United States Distilled Products Company
<u>ENJOY DOING GOOD</u>	6147581	Phillips Products Company LLC
<u>EPS FARM CRAFTED PRAIRIE ORGANIC CUCUMBER FLAVORED VODKA 35% ALC. BY VOLUME ED PHILLIPS & SONS USDA ORGANIC and Design</u>	5951017	United States Distilled Products Company
<u>EPS FARM CRAFTED PRAIRIE ORGANIC GIN 40% ALC. BY VOL. ED PHILLIPS & SONS USDA ORGANIC and Design</u>	5962437	United States Distilled Products Company
<u>EPS FARM CRAFTED PRAIRIE ORGANIC VODKA 40% ALC. BY VOLUME ED PHILLIPS & AMP. SONS USDA ORGANIC and Design</u>	5951019	United States Distilled Products Company

<u>ESTELA'S METODO VIEJO</u>	6521056	United States Distilled Products Company
<u>ETHAN KOLL</u>	4187329	Phillips Products Company, LLC
<u>EXACT</u>	3370115	Phillips Products Company, LLC
<u>FARM CRAFTED</u>	5608784	Phillips Products Company LLC
<u>FENNELLYS</u>	3480161	Phillips Products Company, LLC
<u>FINAGREN'S</u>	5556489	United States Distilled Products Company
<u>FLINTLOCK</u>	6158768	United States Distilled Products Company
<u>FOR A MORE COLORFUL LIFE</u>	90675099	Phillips Products Company LLC
<u>FOUREVER</u>	4238516	United States Distilled Products Company
<u>FREEZER VODKA</u>	90528137	Phillips Products Company LLC
<u>FROM SEED TO GLASS</u>	4784225	Phillips Products Company, LLC
<u>GLENCARA FAMILY ESTATE</u>	90484738	United States Distilled Products Company
<u>GLENCARA FARMS</u>	88484325	United States Distilled Products Company
<u>GOLDEN VALE</u>	5920086	United States Distilled Products Company
<u>GRANARY</u>	88174759	United States Distilled Products Company
<u>GUNPOWDER GERTIE</u>	90092737	United States Distilled Products Company
<u>HARVEST GRAIN</u>	90258464	United States Distilled Products Company
<u>HELL-CAT MAGGIE</u>	4854352	Phillips Products Company, LLC
<u>HOT 100</u>	5912323	Phillips Products Co., LLC
<u>HOT STUFF</u>	1765355	Phillips Products Co., LLC
<u>HOTBOX</u>	90456718	Phillips Products Company LLC
<u>HOW SWEET IT ISN'T</u>	2235408	Phillips Products Company LLC

<u>ICE CAP</u>	3915069	United States Distilled Products Company
<u>ICEHOLE</u>	2507596	Phillips Products Co., LLC \
<u>IVANHALDER'S 1815</u>	5004240	United States Distilled Products Company
<u>JONATHAN DRAKE</u>	3963006	United States Distilled Products Company
<u>JOSE DIEGO</u>	3442636	United States Distilled Products Company
<u>KING'S CREEK</u>	5927029	United States Distilled Products Company
<u>KOVA COFFEE LIQUEUR</u>	4953054	United States Distilled Products Company
<u>LANDUCCI</u>	5340844	United States Distilled Products Company
<u>LARGO BAY</u>	3581233	Phillips Products Company, LLC
<u>LOS TREJOS</u>	3573275	Phillips Products Company, LLC
<u>LUXUS</u>	4049984	United States Distilled Products Company
<u>MADE WITH RESPECT FROM SEED TO GLASS</u>	4798057	Phillips Products Company, LLC
<u>MERCANTILE</u>	6086526	United States Distilled Products Company
<u>MR. STACKS</u>	3681298	United States Distilled Products Company
<u>MULLINS</u>	5577547	United States Distilled Products Company
<u>NATIVE PASSAGE</u>	88635364	United States Distilled Products Company
<u>NATURE'S ORIGIN</u>	6131172	United States Distilled Products Company
<u>NOVATERRA</u>	6165701	United States Distilled Products Company
<u>NUTCRUSHER</u>	90464926	Phillips Products Company LLC
<u>ORGANIC PRAIRIE</u>	88373846	Phillips Products Company LLC
<u>PADDLEFORD CREEK BOURBON</u>	3651953	Phillips Products Company, LLC
<u>PHILLIPS</u>	0782955	Phillips Products Co., LLC

<u>PHILLIPS</u>	1349869	Phillips Products Company LLC
<u>PHILLIPS UNION</u>	3061228	Phillips Products Co., LLC
<u>PINK KAREN</u>	90793659	United States Distilled Products Company
<u>PLAYANDO</u>	97023135	Phillips Products Company LLC
<u>POPPIN'</u>	4169063	United States Distilled Products Company
<u>PRAIRIE and Design</u>	4684642	Phillips Products Company, LLC
<u>PRAIRIE and Design</u>	4684643	Phillips Products Company, LLC
<u>PRAIRIE and Design</u>	4684645	Phillips Products Company, LLC
<u>PRAIRIE ORGANIC</u>	88373726	Phillips Products Company, LLC
<u>PRAIRIE ORGANIC</u>	6190641	United States Distilled Products Company
<u>PRAIRIE ORGANIC</u> <u>MAKE MINE</u> <u>ORGANIC and Design</u>	6046314	Phillips Products Company, LLC
<u>PREMIUM QUALITY</u> <u>EXCEPTIONAL</u> <u>VALUE</u>	2795343	United States Distilled Products Company
<u>RASPBERRY RIPPLE</u>	90778035	Phillips Products Company LLC
<u>RED MEDAL VAATKA</u>	3755685	United States Distilled Products Company
<u>REEF RUNNER</u>	88135094	United States Distilled Products Company
<u>REVEL STOKE</u>	6409819	Phillips Products Company LLC
<u>REVEL STOKE</u> <u>BLACKLIST</u>	90483811	Phillips Products Company LLC
<u>REVEL STOKE</u> <u>BUZZSAW</u>	90464981	Phillips Products Company LLC
<u>REVEL STOKE</u> <u>CRACKBERRY</u>	90655951	Phillips Products Company LLC
<u>REVEL STOKE DISCO</u> <u>BISCUITS</u>	90655980	Phillips Products Company LLC
<u>REVEL STOKE</u> <u>HARDCORE</u>	90483491	Phillips Products Company LLC

<u>REVEL STOKE ROADKILL</u>	90481186	Phillips Products Company LLC
<u>REVEL STOKE ROOT OF EVIL</u>	90483598	Phillips Products Company LLC
<u>REVEL STOKE SMOKESCREEN</u>	90483787	Phillips Products Company LLC
<u>REVEL STOKE SON OF A PEACH</u>	90481202	Phillips Products Company LLC
<u>REVELSTOKE</u>	3148266	Phillips Products Company, LLC
<u>REVENTON</u>	88365217	United States Distilled Products Company
<u>ROOT 100</u>	5882480	Phillips Products Co., LLC
<u>SALUTE TO HEROES</u>	5697382	Phillips Products Company LLC
<u>SATIN VODKA</u>	4007406	United States Distilled Products Company
<u>SATURDAY MARKET</u>	88617182	United States Distilled Products Company
<u>SATURDAY SOCIAL</u>	88608109	United States Distilled Products Company
<u>SEVEN SEAS RUM</u>	4067729	United States Distilled Products Company
<u>SHADEHOUSE</u>	88135110	United States Distilled Products Company
<u>SHELLSHOCK</u>	90456771	Phillips Products Company LLC
<u>SIBERIAN ICE</u>	1486416	Phillips Products Co., LLC
<u>SILVER WOLF</u>	2379744	Phillips Products Co., LLC
<u>SILVER WOLF</u>	1848324	Phillips Products Co., LLC
<u>SIX CROSS RUM</u>	88684497	United States Distilled Products Company
<u>SNO SHOE and Design</u>	6452505	Phillips Products Company LLC
<u>SOUR PUSS SHOCKTAILS</u>	90849959	Phillips Products Company LLC
<u>SOURPUSS</u>	88084547	Phillips Products Company, LLC
<u>SOURPUSS</u>	2276497	Phillips Products Company, LLC
<u>SOUTHERN SOCIAL</u>	90695243	United States Distilled Products Company

<u>SOUTHERN STYLE</u> <u>SOUTHERN SWEET</u> <u>TEA HAND-CRAFTED</u> <u>SOUTHERN STYLE,</u> <u>THE ORIGINAL</u> <u>DISTILLER, PROUDLY</u> <u>BRINGS YOU</u> <u>SOUTHERN STYLE</u> <u>SWEET TEA</u> <u>FLAVORED VODKA.</u> <u>BORN OF A LONG</u> <u>AND BELOVED</u> <u>DISTILLING</u> <u>TRADITION, ONLY</u> <u>THE HIGHEST</u> <u>QUALITY</u> <u>INGREDIENTS ARE</u> <u>CHOSEN FOR A</u> <u>TASTE SECOND TO</u> <u>NONE. PERFECT FOR</u> <u>SWEET SOUTHERN</u> <u>SIPPIN'. SOUTHERN</u> <u>SWEET TEA</u> <u>FLAVORED VODKA</u> and Design	4359334	United States Distilled Products Company
<u>SPICENHEIMER</u>	90456819	Phillips Products Company LLC
<u>SPIRIT OF CHANGE</u> <u>FUND</u>	6147157	Phillips Products Company LLC
<u>STARR BLU</u>	3915070	United States Distilled Products Company
<u>STINKY GRINGO</u>	3078725	Phillips Products Company, LLC
<u>STOKE YOUR WILD</u>	90704664	Phillips Products Company LLC
<u>STRAWBERRY</u> <u>RIPPLE</u>	90780748	Phillips Products Company LLC
<u>THE ART OF THE</u> <u>STILL</u>	5340202	United States Distilled Products Company
<u>THE WORLD'S MOST</u> <u>REFRESHING VODKA</u>	90550781	Phillips Products Company LLC
<u>TRAPPER'S CREEK</u> <u>BOURBON</u>	88373591	United States Distilled Products Company
<u>TRAPPER'S CREEK</u>	90550977	United States Distilled Products Company


<u>TENNESSEE WHISKEY</u>		
<u>TRUESTONE</u>	4242785	United States Distilled Products Company
<u>TWO FOUNDERS 80 ACRES</u>	5618321	United States Distilled Products Company
<u>UNION ROSIE'S</u>	6071174	Phillips Products Company, LLC
<u>UV</u>	3281767	Phillips Products Company LLC
<u>UV + 1 COCKTAILS and Design</u>	6146714	Phillips Products Company LLC
<u>UV APPLE</u>	3584410	Phillips Products Company LLC
<u>UV BLUE</u>	5132418	Phillips Products Company LLC
<u>UV CAKE</u>	4210008	Phillips Products Company, LLC
<u>UV CHERRY</u>	3577776	Phillips Products Company LLC
<u>UV CHOCOLATE CAKE</u>	4534030	Phillips Products Company, LLC
<u>UV GO</u>	5933357	Phillips Products Company, LLC
<u>UV GRAPE</u>	3281759	Phillips Products Company LLC
<u>UV LEMONADE</u>	3381671	Phillips Products Company LLC
<u>UV ORANGE</u>	5132419	Phillips Products Company LLC
<u>UV VANILLA</u>	3577777	Phillips Products Company LLC
<u>UV+1</u>	6261390	Phillips Products Company LLC
<u>UVNOW</u>	90085100	Phillips Products Company LLC
<u>UVZERO</u>	90085139	Phillips Products Company LLC
<u>VARIA (Stylized)</u>	4113107	United States Distilled Spirits Company
<u>V VEIL (Stylized)</u>	5886890	United States Distilled Products Company
<u>V VEIL and Design</u>	4122915	United States Distilled Products Company
<u>VEIL VODKA</u>	3761518	United States Distilled Products Company

<u>WAVING PLAINS</u>	6096713	United States Distilled Products Company
<u>WHITE EAGLE</u>	2629232	United States Distilled Products Company
<u>XPLODE</u>	4061507	United States Distilled Products Company

Non-USA Trademark Filings

Country	Mark	Ser/Reg No.	Owner
Australia	UV FLAVORED VODKAS RU UV and Design	982730	Phillips Products Company, LLC
Australia	UV and Design	982730	Phillips Products Company, LLC
Australia	SOURPUSS	977304	Phillips Products Company, LLC
Australia	PRAIRIE	1652686	Phillips Products Company, LLC
Australia	UV	1184217	Phillips Products Company, LLC
Canada	70 PROOF REVEL STOKE BLACK BERRY FLAVORED WHISKY IMPORTED CANADIAN WHISKY WITH NATURAL BLACKBERRY FLAVORS. X and Design	2025571	Phillips Products Company LLC
Canada	BUBBLE RAMA	TMA905861	Phillips Products Co., LLC
Canada	BUTTER RIPPLE	TMA622107	Phillips Products Co., LLC
Canada		2116509	Phillips Products Co., LLC
Canada	NOCTURNE	TMA981486	Phillips Products Co., LLC
Canada	PHILLIPS	TMA635431	Phillips Products Co., LLC
Canada	PHILLIPS UV	TMA658212	Phillips Products Co., LLC
Canada	PRAIRIE	1921134	Phillips Products Co., LLC
Canada	PRAIRIE and Design	TMA990033	Phillips Products Co.,

			LLC
Canada	PREMIX	2039853	Phillips Products Company, LLC
Canada	RASPBERRY RIPPLE	Not yet assigned	Phillips Products Company, LLC
Canada	SOUR PUSS STAY COLOURFUL and Design	2082448	Phillips Products Co., LLC
Canada	SOUR PUSS STAY COLOURFUL and Design	2082445	Phillips Products Co., LLC
Canada	SOURPUSS	TMA596728	Phillips Products Co., LLC
Canada	SOURPUSS PREMIX	2039850	Phillips Products Company, LLC
Canada	STAY COLOURFUL	2064133	Phillips Products Company, LLC
Canada	STRAWBERRY RIPPLE	Not yet assigned	Phillips Products Company, LLC
Canada	UV	2085682	Phillips Products Company, LLC
Mexico	CAZUL 100	1064206	United States Distilled Products Company
Mexico	CAZUL 100	1952557	United States Distilled Products Company
Mexico	DREGO AZUL	1064205	United States Distilled Products Company
Mexico	LOS RIJOS	1958219	United States Distilled Products Company
Mexico	LOS TREJOS	1025127	United States Distilled Products Company
Mexico	LOZANO	1038254	United States Distilled Products Company
Mexico	HOT STUFF	1532322	Phillips Products Co., LLC
Mexico	PHILLIPS	1532324	United States Distilled Products Co
Mexico	PRADERA	0119852194 451	United States Distilled Products Company

Mexico	PRADERA ORGANICA	0119852194 452	United States Distilled Products Company
Mexico	PRAIRIE	1697125	United States Distilled Products Co.
Mexico	REVEL STOKE	0119851790 578	United States Distilled Products Co.
Mexico	REVENTON	1952558	United States Distilled Products Company
Mexico	SOURPUSS	837999	United States Distilled Products Company
Mexico	UV	0119850652 494	United States Distilled Products Company
Guatemala	HOT STUFF	223327	Phillips Products Co., LLC
United Kingdom	RUM RIVER BEVERAGE COMPANY. THE SPIRITS OF AMERICA and Design	UK00910968 204	United States Distilled Products Company
United Kingdom	UV VODKA and Design	UK00911088 291	United States Distilled Products Company
European Union (EUTM)	UV VODKA and Design	011088291	United States Distilled Products Company
European Union	RUM RIVER BEVERAGE COMPANY. THE SPIRITS OF AMERICA and Design	010968204	United States Distilled Products Company
WIPO (Designating Canada)		1598265	Phillips Products Co., LLC
WIPO (Designating Canada)	ELLINGTON CANADIAN	1586879	United States Distilled Products Company
WIPO (Designating Mexico)	ESTELA'S METODO VIEJO	1594108	United States Distilled Products Company
WIPO (Designating Australia)	PRAIRIE and Design	1219612	Phillips Products Company, LLC
WIPO (Designating Canada)	SOUR PUSS SHOCKTAILS	1616627	Phillips Products Company, LLC
WIPO (Designating Canada and	UV	1178185	Phillips Products Company, LLC

Colombia)			
WIPO (Designating Mexico)	CAMPOVASO	1622337	United States Distilled Products Company
WIPO (Designating Canada)	RASPBERRY RIPPLE	Pending application	Phillips Products Company, LLC
WIPO (Designating Canada)	STRAWBERRY RIPPLE	Pending application	Phillips Products Company, LLC