

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danos Seasoning LLC		03/31/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Limestone Bank, Inc.		
Street Address:	2500 Eastpoint Parkway		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6640532	PUT SOME DAN-O'S ON IT	
Registration Number:	6640531	BEST DAN SEASONING	
Registration Number:	6618916	DAN-O'S	
Registration Number:	6373037		
Registration Number:	6452286	TRIGGER FINGER	
Registration Number:	6452271	SPEAK MY DAN LANGUAGE	
Registration Number:	6436856	DAN-O'S	
Registration Number:	6452272	DANTASTIC	
Serial Number:	97328895	JUST ADD FOOD	
Serial Number:	97280955	DON'T BE SALTY	
Serial Number:	97102250	SEASON FOR A REASON	
Serial Number:	90696481	YUM YUM GET YA SUM!	
Serial Number:	90536074	DAN-O'S	
Serial Number:	90664837	SPRINKLE GENEROUSLY.	
Serial Number:	90203689	IT'S DAN-GOOD	
Serial Number:	90203573	DAN-O-MYTE	
Serial Number:	90201002	TALK DAN-O'S TO ME	
Serial Number:	90200985	YOU DON'T KNOW TILL YOU DAN-O	

OP \$465.00 6640532

CORRESPONDENCE DATA**Fax Number:**

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: 5023275400
Email: prosene@mcbayerfirm.com
Correspondent Name: Peter J. Rosene
Address Line 1: 500 W. Jefferson Street, Suite 2400
Address Line 2: suite 2400
Address Line 4: Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	16128-119
NAME OF SUBMITTER:	Peter J. Rosene
SIGNATURE:	/peterjrosene/
DATE SIGNED:	04/04/2022

Total Attachments: 7

source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page1.tif
source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page2.tif
source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page3.tif
source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page4.tif
source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page5.tif
source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page6.tif
source=Danos Security Agreement 1.05 4888-7802-8314 v.1#page7.tif

SECURITY AGREEMENT

(Collateral)

THIS SECURITY AGREEMENT is made and entered into as of this 31st day of March, 2022, by and between **DANOS SEASONING LLC, a Kentucky limited liability company**, with a mailing address of 13101 Magisterial Dr. Ste 210, Louisville, KY 40223 (“Debtor”); and **LIMESTONE BANK, INC.**, a Kentucky Banking Corporation, with a mailing address of and place of business at 2500 Eastpoint Parkway, Louisville, KY 40223 (“Secured Party”).

WITNESSETH:

WHEREAS, simultaneously with the execution hereof, and pursuant to that certain Loan Agreement of even date herewith (the “Loan Agreement”), Secured Party has made a Loan to Debtor (the “Loan”) and the terms of which Loan are set forth with particularity in that certain Secured Promissory Note of even date herewith, in the principal amount of **One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00)** made by **Debtor**, payable to the order of the Secured Party;

WHEREAS, at the request of Secured Party, Debtor has agreed to provide security for said Loan as set forth hereinbelow;

NOW, THEREFORE, in consideration of the extension of the Loan described hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Debtor, the Debtor does hereby grant, pledge, sell, assign and convey unto Secured Party a security interest in the following described collateral (“Collateral”):

- (a) All raw material, work in process, Inventory, and finished goods of the Debtor, now owned or hereafter acquired;
- (b) all Accounts, account receivable and Chattel Paper of the Debtor, whether tangible or electronic, now existing or hereafter arising, including but not limited to: (i) all rights to payment for services rendered, whether or not earned by performance, (ii) all rights of Debtor to any monies which are or shall become payable to Debtor under any franchise agreements, (iii) all books and records of the Debtor with respect to such Accounts, accounts receivable and Chattel Paper and (iv) all Health-Care-Insurance Receivables;
- (c) all Equipment, Furnishings, and machinery of the Debtor, now owned or hereafter acquired, and all replacements thereof and accessions thereto, whether or not the same are or may become Fixtures;
- (d) all negotiable Documents and negotiable documents of title, including but not limited to the promissory notes;
- (e) all Goods, Instruments, Documents, policies and certificates of insurance, proceeds of insurance, securities, tax refunds, letters of credit and credit devises, Deposit Accounts, cash

and other property owned by the Debtor or in which Debtor has an interest, which now or hereafter are at any time in the possession or control of the Secured Party or of a Bailee, without regard to whether the Secured Party received the same in pledge, for safekeeping, or otherwise, and without regard to whether the Secured Party may now or hereafter control possession of the same by documents of title or otherwise;

- (f) all contracts, contract rights, proceeds;
- (g) all other personal property and Goods of the Debtor, now owned or hereafter acquired, regardless of how classified, including but not limited to all office supplies, furniture, office, store and trade fixtures and leasehold improvements, motor vehicles, General Intangibles, including payment intangibles, patents, patent applications, trademarks (whether included on the attached Exhibit "A" or otherwise), trademark applications, tradenames, trade secrets, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possess or use or have authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, all software, writings, plans, specifications, and schematics;
- (h) all Investment Property of the Debtor, now owned or hereafter acquired;
- (i) all Letters-Of-Credit Rights of Debtor, now owned or hereafter acquired; and
- (j) to the extent not listed above as original Collateral, all proceeds and products of all of the foregoing. Accounts, including but not limited to Receivables;

This Security Agreement is intended to cover "all assets" of the Debtor.

This Security Agreement is made as additional collateral for the Loan described above and does not affect or supersede any or all other agreements, which remain in full force and effect, whether created directly or indirectly or acquired by Secured Party, whether now existing or hereafter created, absolute or contingent, joint or several, due or to become due.

It is understood and agreed by the parties hereto that the Collateral described herein shall secure the Loan and that the occurrence of any event of default under any of the loan documents evidencing the Loan shall constitute an event of default under all of said Loan.

DEBTOR REPRESENTS AND WARRANTS TO SECURED PARTY THAT:

(A) Debtor shall be the owner of the Collateral free and clear of all liens and security interests except (i) the liens granted to Lender herein, and, (ii) liens imposed by law (such as the lien of ad valorem property taxes) not yet due and payable and with respect to which no enforcement action is being taken or pursued, or if so taken or pursued, as to which the Debtor is contesting the same in good faith and has posted a bond protecting against the same in such form and amount and with such parties as may be approved by Secured Party.

(B) Debtor has the power and authority to enter into this Security Agreement.

DEBTOR COVENANTS AND AGREES THAT IT:

(A) Will defend the Collateral against the claims and demands of all persons.

(B) Will not permit any part of the Collateral or any of the records concerning same to be removed from the Debtor's company records without the written consent of Secured Party.

(D) Will not: (i) permit any liens or security interests, other than those set forth in the first paragraph (A) herein and as hereinafter provided, and the lien of ad valorem property taxes not yet due and payable, to attach to any of the Collateral without the prior written consent of Secured Party; and (ii) permit anything to be done that might impair the value of any of the Collateral or the security intended to be afforded by this Security Agreement except as permitted in the Loan Agreement.

(E) Hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to do all acts and things which Secured Party may deem necessary or appropriate to perfect and continue perfected the security interest created by this Security Agreement and to protect the Collateral, including but not limited to the execution in Debtor's name as its attorney-in-fact of Title Lien Statements and other Financing Statements covering the Collateral and recordation of same wherever Secured Party deems appropriate.

Upon the occurrence of any breach of any of the terms and conditions of this Security Agreement or any of the terms or the conditions of the Loan, or any breach of any representation or warranty from the Debtor to Secured Party, Secured Party shall have all rights and remedies in and against the Collateral and otherwise of a secured party under the Uniform Commercial Code of Kentucky (or such other state where any part of the Collateral may be located, if applicable) and all other applicable laws and all rights provided herein, in any or all debt instruments securing sums due under the Loan, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. In addition, Secured Party may require Debtor, at Debtor's expense, to assemble the Collateral and make it available to Secured Party at the place or places to be designated by Secured Party, which is or are reasonably convenient to Secured Party and Debtor. Secured Party shall have the right to sell the Collateral at public or private sale. Debtor will pay, as part of the indebtedness hereby secured, all amounts, including but not limited to Secured Party's attorneys' fees permitted by applicable law, with interest thereon at the rate provided in any documents executed in connection with the Loan for overdue installments, paid by Secured Party (i) for taxes, levies, insurance, repairs to, or maintenance of, the Collateral, and (ii) in taking possession of, disposing of, or preserving the Collateral. The requirement of reasonable notice of the time and place of disposition of Collateral by Secured Party shall be conclusively met if such notice is mailed, postage prepaid, to Debtor's address specified in the preamble to the Security Agreement at least ten (10) days before time of the sale or disposition. Secured Party may bid upon and purchase any or all of the Collateral at any public sale thereof. Secured Party may dispose of all or any part of the Collateral at one or more times and from time to time and in one or more lots or parcels, and upon such terms and conditions, including a credit sale, as it determines in its sole discretion. Secured Party shall apply the net proceeds of any such disposition of the Collateral or any part thereof, after deducting all costs incurred in connection therewith, or incidental to the holding, preparing for sale, in whole or in part, of the Collateral, including Secured Party's reasonable attorneys' fees, first to the Note and then in such order as Secured Party may elect to the other liabilities and obligations of

Debtor secured hereunder, and any remaining proceeds shall be paid to Debtor or other party entitled thereto.

There is included within the term "Collateral" as used herein, all other property and all interests therein of any kind acquired by Debtor at any time after the date hereof meeting or falling within the general description of the Collateral set forth herein as well as the proceeds and products thereto.

The laws of the Commonwealth of Kentucky shall govern the construction of this Security Agreement and the rights, remedies and duties of the parties hereof, unless the laws of the state where the Collateral or part thereof is situated dictate that the laws of such other state shall govern.

In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

This Security Agreement shall bind Debtor, its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

Time shall be of the essence in the performance of all Debtor's obligations under this Security Agreement.

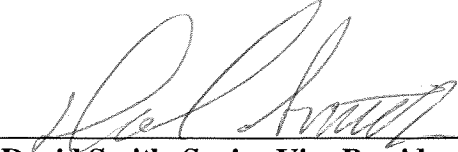
The indebtedness secured by this instrument exceeds the sum of \$200.00. Secured Party is the secured party hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

[SIGNATURES APPEAR ON THE NEXT PAGE]

SECURED PARTY:

LIMESTONE BANK, INC., a Kentucky Banking Corporation

BY: 
David Smith, Senior Vice President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 3/31 /2022, by **David Smith, Senior Vice President of Limestone Bank, Inc.**, to be his true act and deed.


NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: December 1, 2024

DEBTOR:

DANOS SEASONING LLC, a Kentucky limited liability company
By: CROSBY HOLDINGS, INC., Managing Member

By: *Phillip W. Crosby*
Phillip W. Crosby, Chief Executive Officer

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 31st day of March, 2022, by **Phillip W. Crosby, Chief Executive Officer of Crosby Holdings, Inc., Managing Member of Danos Seasoning LLC**, for and on behalf of said entity to be his true act and deed.

Mary M. Godwin
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: December 1, 2024

This instrument prepared by:
Christopher A. Richardson, Attorney, PLLC

Chris A. Richardson

4055 Shelbyville Road
Louisville, KY 40207
(502) 896-2303