

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Charles Jacquin et Cie., Inc.		05/03/2022	Corporation: PENNSYLVANIA
Chatam International Incorporated		05/03/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	Gateway Village-900 Building, NC1-026-06-06
Internal Address:	900 W. Trade St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	1242274	OLD SOUTHERN
Registration Number:	0435863	JACQUIN
Registration Number:	0793470	JACQUIN'S LONDON TOWER
Registration Number:	1056245	SAVORY & JAMES
Registration Number:	5915441	RAINMAKER
Registration Number:	4709307	SAVORY & JAMES
Registration Number:	5503497	POLISH APPLE FARM
Registration Number:	5407750	THE ORIGINAL BOTTICELLI GOURMET CAPPUCCI
Registration Number:	5174880	LEGENDARY IRISH LIQUEUR
Registration Number:	5105958	CHARLES JACQUIN
Registration Number:	5019154	TOASTED CHESTNUT LIQUEUR LACED WITH THE
Registration Number:	4871355	COOPER BROTHERS ROCK AND RUM
Registration Number:	4268801	JACQUIN'S STRAWBERRY SHORTCAKE
Registration Number:	4308847	FLYING OUT IN SPACE
Registration Number:	4867265	WILD SOUR MASH LIQUEUR
Registration Number:	5095623	HAPSBURG
Registration Number:	4832152	ORIGINAL BARTENDERS PREMIUM SELECTION I'

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3921144	RAINMAKER
Registration Number:	3337300	CHANTAINE
Registration Number:	3136540	CHATELAINE
Registration Number:	3024738	LEGENDARY
Registration Number:	2945826	ORIGINAL BARTENDERS COCKTAILS
Registration Number:	2943213	
Registration Number:	2915383	
Registration Number:	3663562	IRISH MANOR
Registration Number:	4088335	SWEET REVENGE
Registration Number:	4154317	WINTERHAVEN FARMS
Registration Number:	4056664	TYPHOON
Registration Number:	3483109	
Registration Number:	4031937	DREAM CATCHER
Registration Number:	2832476	VENDOME
Registration Number:	2506957	IT'S BLOWIN' IN THE WIND
Registration Number:	2583433	I'M BANANAS OVER YOU
Registration Number:	2926472	ROCK AND RUM
Registration Number:	2304607	NIRVANA
Registration Number:	2161086	ORIGINAL BARTENDERS COCKTAILS
Registration Number:	2020616	BOCADOR
Registration Number:	2103842	HOT SEX
Registration Number:	1909421	WILD SPIRIT
Registration Number:	1907920	PADDLE YOUR OWN CANOE
Registration Number:	1850824	STALINGRAD
Registration Number:	1300868	ORIGINAL PENNSYLVANIA DUTCH
Registration Number:	1245562	JACQUIN'S
Registration Number:	1243818	CHALFONTE
Registration Number:	1228685	JEAN BOULAIN
Registration Number:	0975594	SAVORY & JAMES
Registration Number:	0813586	JACQUIN'S PREMIUM
Registration Number:	0793469	LONDON TOWER
Serial Number:	97171845	

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,jonathan.korman@hklaw.com

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 05/03/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Security Agreement, dated as of May 3, 2022 (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”), between Charles Jacquin et Cie., Inc. (“Jacquin”), a Pennsylvania corporation, having a place of business at 2633 Trenton Avenue, Philadelphia, PA 19125 and Chatam International Incorporated, a Delaware corporation having a place of business at 1105 North Market Street, Suite 1300, Wilmington, DE 19801 (“Chatam”) (collectively the “**Borrowers**”), and Bank of America, N.A., a National Banking Association, (together with any successors and assigns thereto in such capacity, the “**Bank**”), having a place of business at Gateway Village-900 Building, NC1-026-06-06, 900 W. Trade St, Charlotte, NC 28255.

WITNESSETH:

WHEREAS, Borrowers are party to a Loan Agreement dated as of May 3, 2022 (the “**Loan Agreement**”) between the Borrowers and the Bank pursuant to which the Borrower is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Borrowers to enter into the Security Agreement, the Borrowers hereby agree with the Bank, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and the Security Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Borrowers hereby pledge and grant to Bank, for the benefit of the Borrowers, a security interest in all of Borrower's right, title and interest in, to and under the following to secure the payment of the Obligations, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each U.S. patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit. All agreements providing for the granting of any right in or to the Patents (whether such Borrower is licensee or licensor thereunder) including those referred to on Schedule I; and

(b) the trademark registrations, trademark applications, and trademark licenses set forth in Schedule II hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, 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;

SECTION 3. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and Borrowers hereby acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Applicable Law. This Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

In Witness Whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHARLES JACQUIN ET CIE., INC.


By: 
Name: John A. Cooper
Title: President

**CHATAM INTERNATIONAL
INCORPORATED**

By: 
Name: John A. Cooper
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A.

By: 

Name: David Chick

Title: Senior Vice President