

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Briggs Enterprises LLC		05/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCP AGENCY, LLC, as Administrative Agent		
Street Address:	525 Okeechobee Blvd., Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	90712805	ALL WE DO IS CHILL	
Serial Number:	90712634	GALLON TO GEAUX	
Serial Number:	90712630	GALLON TO GEAUX	
Registration Number:	6016736	FAT TUESDAY	
Registration Number:	6085718	GALLONS TO GEAUX	
Registration Number:	6079500	EYE CANDY	
Registration Number:	6079499	CRAWGATOR	
Registration Number:	6254405	CAT 5 HURRICANE	
Registration Number:	6279298	ELECTRIC LEMONADE	
Registration Number:	6013076	GALLONS TO GEAUX	
Registration Number:	4615493	FAT TUESDAY	
Registration Number:	3878363	NEW ORLEANS ORIGINAL DAIQUIRIS	
Registration Number:	3881944	NEW ORLEANS ORIGINAL DAIQUIRIS	
Registration Number:	3878361	NEW ORLEANS ORIGINAL DAIQUIRIS	
Registration Number:	2118089	DAIQUIRIS A NEW ORLEANS ORIGINAL	
Registration Number:	1773133	190 OCTANE	
Registration Number:	1811014	DAIQUIRIS A NEW ORLEANS ORIGINAL	
Registration Number:	1986542	CAJUN EGGNOG	
Registration Number:	1998982	FAT TUESDAY	

OP \$640.00 90712805

Property Type	Number	Word Mark
Registration Number:	1847130	DAIQUIRIS A NEW ORLEANS ORIGINAL
Registration Number:	1768992	DAIQUIRIS A NEW ORLEANS ORIGINAL
Registration Number:	1751487	SWAMPWATER
Registration Number:	1794403	190 OCTANE
Registration Number:	1897828	FAT TUESDAY
Registration Number:	1895162	FAT TUESDAY

CORRESPONDENCE DATA

Fax Number: 3128637806
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: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6913.113
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	05/10/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CCP Agency, LLC (in its individual capacity, "Comvest"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 10, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Loan Parties, the Lenders from time to time party thereto and Comvest, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 17, 2021 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any Property shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

DAVID BRIGGS ENTERPRISES LLC,
as a Grantor

By: 

Name: Alex Macedo

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007717 FRAME: 0662

ACCEPTED AND AGREED
as of the date first above written:

CCP AGENCY, LLC, as Administrative Agent

By: Comvest Capital Advisors LLC, its Sole Member

By: _____
Name: Greg Reynolds, DocuSigned by:
Greg Reynolds
CCBA598EFFC34B0...
Title: Partner

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK	SERIAL NUMBER	STATUS	REG NUMBER	REG. DATE	OWNER
ALL WE DO IS CHILL	90712805	Pending – Application filed 05/14/21	N/A	N/A	David Briggs Enterprises LLC
GALLON TO GEAX	90712634	Pending – Application filed 05/14/21	N/A	N/A	David Briggs Enterprises LLC
GALLON TO GEAX	90712630	Pending – Application filed 05/14/21	N/A	N/A	David Briggs Enterprises LLC
FAT TUESDAY	88368983	Registered	6016736	03/24/20	David Briggs Enterprises LLC
GALLONS TO GEAX	88715268	Registered	6085718	06/23/20	David Briggs Enterprises LLC
EYE CANDY	88694709	Registered	6079500	06/16/20	David Briggs Enterprises LLC
CRAWGATOR	88694706	Registered	6079499	06/16/20	David Briggs Enterprises LLC
CAT 5 HURRICANE	88694694	Registered	6254405	01/26/21	David Briggs Enterprises LLC
ELECTRIC LEMONADE	88694683	Registered	6279298	02/23/21	David Briggs Enterprises LLC
GALLONS TO GEAX	88581843	Registered	6013076	03/17/20	David Briggs Enterprises LLC
FAT TUESDAY	76715978	Registered	4615493	10/07/14	David Briggs Enterprises LLC
NEW ORLEANS ORIGINAL DAIQUIRIS	76699908	Registered	3878363	11/23/10	David Briggs Enterprises LLC
NEW ORLEANS ORIGINAL DAIQUIRIS	76699838	Registered	3881944	11/30/10	David Briggs Enterprises LLC
NEW ORLEANS ORIGINAL DAIQUIRIS	76699715	Registered	3878361	11/23/10	David Briggs Enterprises LLC
DAIQUIRIS A NEW ORLEANS ORIGINAL	75234873	Registered	2118089	12/02/97	David Briggs Enterprises LLC
190 OCTANE	74317162	Registered	1773133	05/25/93	David Briggs Enterprises LLC

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
DAIQUIRIS A NEW ORLEANS ORIGINAL	74801075	Registered	1811014	12/14/93	David Briggs Enterprises LLC
CAJUN EGGNOG	7452432	Registered	1986542	07/16/96	David Briggs Enterprises LLC
FAT TUESDAY	74520830	Registered	1998982	09/10/96	David Briggs Enterprises LLC
DAIQUIRIS A NEW ORLEANS ORIGINAL	74432894	Registered	1847130	07/26/94	David Briggs Enterprises LLC
DAIQUIRIS A NEW ORLEANS ORIGINAL	74296495	Registered	1768992	05/04/93	David Briggs Enterprises LLC
SWAMPWATER	74284148	Registered	1751487	02/09/93	David Briggs Enterprises LLC
190 OCTANE	74284116	Registered	1794403	09/21/93	David Briggs Enterprises LLC
FAT TUESDAY	74252007	Registered	1897828	06/06/95	David Briggs Enterprises LLC
FAT TUESDAY	74137955	Registered	1895162	05/23/95	David Briggs Enterprises LLC