

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green River Spirits Company		07/13/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 94			
Property Type	Number	Word Mark	
Serial Number:	90370856	KENTUCKY CLUB	
Registration Number:	6668704	RUSTIC RIVER	
Registration Number:	6577771	DONEWELL'S	
Registration Number:	6290831	O.Z. TYLER	
Registration Number:	6343828	KENTUCKY 10	
Registration Number:	6343829	OWENSBORO DISTILLING COMPANY	
Registration Number:	6290453	MILL'S & MASH	
Registration Number:	6310018	10 DISTILLERY RD.	
Registration Number:	6310019	YELLOW BANKS	
Registration Number:	6103527	HUMBLEBEE	
Registration Number:	6435067	STAVE KINGS	
Registration Number:	5795474	GEMME FRENCH WHEAT	
Registration Number:	5388515	PRESS & CLOVER	
Registration Number:	5388493	IT'S. ABOUT. TIME.	
Registration Number:	5316353	BACKSLIDING	
Registration Number:	5358116	O.Z. TYLER KENTUCKY BOURBON DISTILLERY	
Registration Number:	5358117	O.Z. TYLER KENTUCKY BOURBON DISTILLERY	
Registration Number:	5318628	O.Z. TYLER	
Registration Number:	5358111	O.Z. TYLER KENTUCKY BOURBON DISTILLERY S	
		TRADEMARK	

OP \$2365.00 90370856

Property Type	Number	Word Mark
Registration Number:	5267469	DRAPER'S LIQUEUR
Registration Number:	5210813	TRENCH COAT
Registration Number:	5115966	CASTAÑO DE RAMA
Registration Number:	5131632	O.Z. TYLER DISTILLERY
Registration Number:	5134626	T P
Registration Number:	5130349	TERRESSENTIA CORPORATION
Registration Number:	5056229	TILTED STILL
Registration Number:	5120873	WESTERN PROVISIONS
Registration Number:	5242242	AMERICAN FRONTIER
Registration Number:	4968865	TERREPURE SPIRITS
Registration Number:	5134389	HAWK'S NEST
Registration Number:	5106185	BROADCAST
Registration Number:	5083422	QUARTER HORSE
Registration Number:	5083410	WIDOW'S WALK
Registration Number:	5083411	BAD BLOOD
Registration Number:	4963147	HIXSON GIN
Registration Number:	5074653	FLYING CANOE
Registration Number:	4890594	ENTICE
Registration Number:	5060361	CRUSADER
Registration Number:	5172066	HOMECOMING
Registration Number:	5065094	BETTY BOMBER
Registration Number:	5041856	STARQUAKE
Registration Number:	5138032	4 FLAPPERS
Registration Number:	5046193	NOTEWORTHY
Registration Number:	5037159	FERNSBY
Registration Number:	5138033	THREE BRIDGES
Registration Number:	5091762	BUTCH
Registration Number:	5119965	OLD TYLER
Registration Number:	5138028	CLOAK LANE
Registration Number:	5191656	CHARLTON ABBEY
Registration Number:	5138029	FURLOUGH
Registration Number:	5105581	ETCH
Registration Number:	5119962	TRUCE
Registration Number:	5087136	RENU
Registration Number:	5095964	SCARLET BLUSH
Registration Number:	4814439	REGENT
Registration Number:	4814440	HADLEY & SONS
Registration Number:	4814441	COPPER PONY

Property Type	Number	Word Mark
Registration Number:	5032424	RISING CREEK
Registration Number:	5060018	BONNET'S BOUNTY
Registration Number:	5050281	BOYCOTT
Registration Number:	5050280	SALVEO
Registration Number:	5147050	INGOT 77
Registration Number:	5142188	LOCH LAIRE
Registration Number:	5059919	LAGOS
Registration Number:	5095840	EARL DURANT
Registration Number:	4732946	O.Z. TYLER
Registration Number:	5095829	EARL'S
Registration Number:	4832727	TRYST
Registration Number:	5095830	DOS HIJOS
Registration Number:	4613868	DARBY'S RESERVE
Registration Number:	5095814	REINVENTED
Registration Number:	5095816	AVENTADOR
Registration Number:	5032270	LIBERTY 1775
Registration Number:	4657571	PUCKETT'S BRANCH
Registration Number:	4795960	SOUTHERN SHINE
Registration Number:	4565649	HAYES PARKER RESERVE
Registration Number:	4650312	LADDER 9
Registration Number:	4813460	TERREPURE · SPIRITS · TP
Registration Number:	4657377	SPRING HOUSE
Registration Number:	5137836	SOUTHERN MOON
Registration Number:	5137837	CHARLESTON MOON
Registration Number:	5137838	CAROLINA MOON
Registration Number:	4581618	GHOST TREE
Registration Number:	5036831	WALTER B'S RESERVE
Registration Number:	5003655	SUMTERS RESERVE
Registration Number:	4988940	CHESTNUT BRANCH
Registration Number:	4351680	HIGH SOCIETY
Registration Number:	4373618	TAPPING HOUSE
Registration Number:	3677013	TERRESSENTIA
Registration Number:	3677014	TERREPURE
Registration Number:	3313656	GREEN RIVER G. R. S. M.
Registration Number:	5078946	O.Z. TYLER DISTILLERY
Registration Number:	5032266	CLINCH MOUNTAIN
Registration Number:	4956132	SOLUS

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: 18888295817
Email: ServiceSolutionsTeam2-UCCResults@WoltersKluwer.com
Correspondent Name: CT Corporation
Address Line 1: 555 Capitol Mall
Address Line 2: Suite 1150
Address Line 4: Sacramento, CALIFORNIA 95814

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/Jeffrey M. Negron/
DATE SIGNED:	07/13/2022

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Capital One, National Association, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 28, 2022 (as supplemented by that certain Security Agreement Supplement, dated as of July 13, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including

registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); provided that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, and make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate 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. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

GREEN RIVER SPIRITS COMPANY

By: 

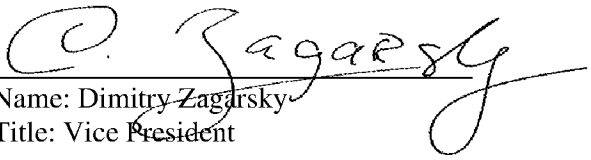
Name: Valerie Lightfoot

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007785 FRAME: 0870





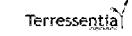

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Dmitry Zagarsky
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS

	Mark	Image	App. No./App- Date	Reg. No./Reg- Date	Grantor
1	KENTUCKY CLUB		90370856 9-DEC-2020	-	Green River Spirits Company
2	RUSTIC RIVER		90801798 29-JUN-2021	6668704 08-MAR-2022	Green River Spirits Company
3	DONEWELL'S		90160357 04-SEP-2020	6577771 30-NOV-2021	Green River Spirits Company
4	O.Z. TYLER		88817082 02-MAR-2020	6290831 09-MAR-2021	Green River Spirits Company
5	KENTUCKY 10		88735987 20-DEC-2019	6343828 04-MAY-2021	Green River Spirits Company
6	OWENSBORO DISTILLING COMPANY		88736021 20-DEC-2019	6343829 04-MAY-2021	Green River Spirits Company
7	MILL'S & MASH		88707783 26-NOV-2019	6290453 09-MAR-2021	Green River Spirits Company
8	10 DISTILLERY RD.		88672766 29-OCT-2019	6310018 30-MAR-2021	Green River Spirits Company
9	YELLOW BANKS		88672772 29-OCT-2019	6310019 30-MAR-2021	Green River Spirits Company
10	HUMBLEBEE		88524170 19-JUL-2019	6103527 14-JUL-2020	Green River Spirits Company
11	STAVE KINGS		88468447 11-JUN-2019	6435067 27-JUL-2021	Green River Spirits Company
12	GEMME FRENCH WHEAT		87853641 28-MAR-2018	5795474 02-JUL-2019	Green River Spirits Company
13	PRESS & CLOVER		87451719 16-MAY-2017	5388515 23-JAN-2018	Green River Spirits Company
14	IT'S. ABOUT. TIME.		87442490 09-MAY-2017	5388493 23-JAN-2018	Green River Spirits Company
15	BACKSLIDING		87397754 04-APR-2017	5316353 24-OCT-2017	Green River Spirits Company
16	O.Z. TYLER KENTUCKY BOURBON DISTILLERY and design		87261635 08-DEC-2016	5358116 19-DEC-2017	Green River Spirits Company

17	O.Z. TYLER KENTUCKY BOURBON DISTILLERY and design		87261678 08-DEC-2016	5358117 19-DEC-2017	Green River Spirits Company
18	O.Z. TYLER and design		87261705 08-DEC-2016	5318628 24-OCT-2017	Green River Spirits Company
19	O.Z. TYLER KENTUCKY BOURBON DISTILLERY SINCE 1885 and design		87260567 07-DEC-2016	5358111 19-DEC-2017	Green River Spirits Company
20	DRAPER'S LIQUEUR and design		87108420 19-JUL-2016	5267469 15-AUG-2017	Green River Spirits Company
21	TRENCH COAT		87041876 18-MAY-2016	5210813 23-MAY-2017	Green River Spirits Company
22	CASTAÑO DE RAMA		86916421 23-FEB-2016	5115966 03-JAN-2017	Green River Spirits Company
23	O.Z. TYLER DISTILLERY		86888154 27-JAN-2016	5131632 31-JAN-2017	Green River Spirits Company
24	T P		86888439 27-JAN-2016	5134626 31-JAN-2017	Green River Spirits Company
25	TERRESSENTIA CORPORATION and design		86888557 27-JAN-2016	5130349 24-JAN-2017	Green River Spirits Company
26	TILTED STILL		86846372 11-DEC-2015	5056229 04-OCT-2016	Green River Spirits Company
27	WESTERN PROVISIONS		86828698 23-NOV-2015	5120873 10-JAN-2017	Green River Spirits Company
28	AMERICAN FRONTIER		86828723 23-NOV-2015	5242242 11-JUL-2017	Green River Spirits Company
29	TERREPURE SPIRITS		86824843 18-NOV-2015	4968865 31-MAY-2016	Green River Spirits Company
30	HAWK'S NEST		86766952 24-SEP-2015	5134389 31-JAN-2017	Green River Spirits Company
31	BROADCAST		86764185 22-SEP-2015	5106185 20-DEC-2016	Green River Spirits Company
32	QUARTER HORSE		86750173 08-SEP-2015	5083422 15-NOV-2016	Green River Spirits Company
33	WIDOW'S WALK		86747718 04-SEP-2015	5083410 15-NOV-2016	Green River Spirits Company
34	BAD BLOOD		86747773 04-SEP-2015	5083411 15-NOV-2016	Green River Spirits Company
35	HIXSON GIN and design		86746902 03-SEP-2015	4963147 24-MAY-2016	Green River Spirits Company

36	FLYING CANOE		86731277 20-AUG-2015	5074653 01-NOV-2016	Green River Spirits Company
37	ENTICE		86600775 17-APR-2015	4890594 19-JAN-2016	Green River Spirits Company
38	CRUSADER		86570017 19-MAR-2015	5060361 11-OCT-2016	Green River Spirits Company
39	HOMECOMING		86570071 19-MAR-2015	5172066 28-MAR-2017	Green River Spirits Company
40	BETTY BOMBER		86570104 19-MAR-2015	5065094 18-OCT-2016	Green River Spirits Company
41	STARQUAKE		86469053 02-DEC-2014	5041856 13-SEP-2016	Green River Spirits Company
42	4 FLAPPERS		86469085 02-DEC-2014	5138032 07-FEB-2017	Green River Spirits Company
43	NOTEWORTHY		86469144 02-DEC-2014	5046193 20-SEP-2016	Green River Spirits Company
44	FERNSBY		86469184 02-DEC-2014	5037159 06-SEP-2016	Green River Spirits Company
45	THREE BRIDGES		86469234 02-DEC-2014	5138033 07-FEB-2017	Green River Spirits Company
46	BUTCH		86465574 26-NOV-2014	5091762 29-NOV-2016	Green River Spirits Company
47	OLD TYLER		86465703 26-NOV-2014	5119965 10-JAN-2017	Green River Spirits Company
48	CLOAK LANE		86465740 26-NOV-2014	5138028 07-FEB-2017	Green River Spirits Company
49	CHARLTON ABBEY		86465793 26-NOV-2014	5191656 25-APR-2017	Green River Spirits Company
50	FURLOUGH		86465837 26-NOV-2014	5138029 07-FEB-2017	Green River Spirits Company
51	ETCH		86462777 24-NOV-2014	5105581 20-DEC-2016	Green River Spirits Company
52	TRUCE		86463012 24-NOV-2014	5119962 10-JAN-2017	Green River Spirits Company
53	RENU		86417372 07-OCT-2014	5087136 22-NOV-2016	Green River Spirits Company
54	SCARLET BLUSH		86403518 23-SEP-2014	5095964 06-DEC-2016	Green River Spirits Company
55	REGENT		86360444 07-AUG-2014	4814439 15-SEP-2015	Green River Spirits Company
56	HADLEY & SONS		86360475 07-AUG-2014	4814440 15-SEP-2015	Green River Spirits Company

57	COPPER PONY		86360503 07-AUG-2014	4814441 15-SEP-2015	Green River Spirits Company
58	RISING CREEK		86360540 07-AUG-2014	5032424 30-AUG-2016	Green River Spirits Company
59	BONNET'S BOUNTY		86360678 07-AUG-2014	5060018 11-OCT-2016	Green River Spirits Company
60	BOYCOTT		86360725 07-AUG-2014	5050281 27-SEP-2016	Green River Spirits Company
61	SALVEO		86360716 07-AUG-2014	5050280 27-SEP-2016	Green River Spirits Company
62	INGOT 77		86360654 07-AUG-2014	5147050 21-FEB-2017	Green River Spirits Company
63	LOCH LAIRE		86357930 05-AUG-2014	5142188 14-FEB-2017	Green River Spirits Company
64	LAGOS		86242331 04-APR-2014	5059919 11-OCT-2016	Green River Spirits Company
65	EARL DURANT		86232549 26-MAR-2014	5095840 06-DEC-2016	Green River Spirits Company
66	O.Z. TYLER		86222972 17-MAR-2014	4732946 05-MAY-2015	Green River Spirits Company
67	EARL'S		86223014 17-MAR-2014	5095829 06-DEC-2016	Green River Spirits Company
68	TRYST		86223251 17-MAR-2014	4832727 13-OCT-2015	Green River Spirits Company
69	DOS HIJOS		86223280 17-MAR-2014	5095830 06-DEC-2016	Green River Spirits Company
70	DARBY'S RESERVE		86216066 10-MAR-2014	4613868 30-SEP-2014	Green River Spirits Company
71	REINVENTED		86201763 24-FEB-2014	5095814 06-DEC-2016	Green River Spirits Company
72	AVENTADOR		86202069 24-FEB-2014	5095816 06-DEC-2016	Green River Spirits Company
73	LIBERTY 1775		86133970 03-DEC-2013	5032270 30-AUG-2016	Green River Spirits Company
74	PUCKETT'S BRANCH		86129288 26-NOV-2013	4657571 16-DEC-2014	Green River Spirits Company
75	SOUTHERN SHINE		86125274 21-NOV-2013	4795960 18-AUG-2015	Green River Spirits Company
76	HAYES PARKER RESERVE		86125965 21-NOV-2013	4565649 08-JUL-2014	Green River Spirits Company
77	LADDER 9		86106582 31-OCT-2013	4650312 02-DEC-2014	Green River Spirits Company

78	TERREPURE · SPIRITS · TP and design		86077022 27-SEP-2013	4813460 15-SEP-2015	Green River Spirits Company
79	SPRING HOUSE		86073253 24-SEP-2013	4657377 16-DEC-2014	Green River Spirits Company
80	SOUTHERN MOON		86011052 16-JUL-2013	5137836 07-FEB-2017	Green River Spirits Company
81	CHARLESTON MOON		86011066 16-JUL-2013	5137837 07-FEB-2017	Green River Spirits Company
82	CAROLINA MOON		86011077 16-JUL-2013	5137838 07-FEB-2017	Green River Spirits Company
83	GHOST TREE		86011101 16-JUL-2013	4581618 05-AUG-2014	Green River Spirits Company
84	WALTER B'S RESERVE		85955196 10-JUN-2013	5036831 06-SEP-2016	Green River Spirits Company
85	SUMTERS RESERVE		85898104 08-APR-2013	5003655 19-JUL-2016	Green River Spirits Company
86	CHESTNUT BRANCH		85835556 29-JAN-2013	4988940 28-JUN-2016	Green River Spirits Company
87	HIGH SOCIETY		85739240 26-SEP-2012	4351680 11-JUN-2013	Green River Spirits Company
88	TAPPING HOUSE		85689917 30-JUL-2012	4373618 23-JUL-2013	Green River Spirits Company
89	TERRESSENTIA		77196902 04-JUN-2007	3677013 01-SEP-2009	Green River Spirits Company
90	TERREPURE		77197032 04-JUN-2007	3677014 01-SEP-2009	Green River Spirits Company
91	GREEN RIVER G. R. S. M. and design		78617008 26-APR-2005	3313656 16-OCT-2007	Green River Spirits Company
92	O.Z. TYLER DISTILLERY		86658121 10-JUN-2015	5078946 08-NOV-2016	Green River Spirits Company
93	CLINCH MOUNTAIN		86125992 21-NOV-2013	5032266 30-AUG-2016	Green River Spirits Company
94	SOLUS		85689933 30-JUL-2012	4956132 10-MAY-2016	Green River Spirits Company