

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOTEL TANGO WHISKEY, INC.		07/19/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	MATTERHORN CAPITAL PARTNERS, LP		
Street Address:	100 Front Street, Suite 905		
City:	West Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6671942	HOTEL TANGO DISTILLED WITH DISCIPLINE FI	
Registration Number:	6671941	HOTEL TANGO DISTILLED WITH DISCIPLINE PO	
Registration Number:	6613134	HT	
Registration Number:	6608017	DISTILLED WITH DISCIPLINE	
Registration Number:	5594998		
Registration Number:	5411645	OSCAR CHARLIE ORANGECELLO	
Registration Number:	5406520	LIMA CHARLIE LIMONCELLO	
Registration Number:	5396177	HOTEL TANGO	
Registration Number:	4949468	HOTEL TANGO	
Registration Number:	4877939	HOTEL TANGO	
Serial Number:	97311136	SHMALLOW	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		

OP \$290.00 6671942

Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 07/20/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated as of July 19, 2022, is made by HOTEL TANGO WHISKEY, INC., an Indiana corporation (the “**Grantor**”) in favor MATTERHORN CAPITAL PARTNERS, LP, as the secured party under the Security Agreement referred to below (the “**Secured Party**”).

WHEREAS, the Grantor, the Secured Party and EL DIGS, LLC, an Indiana limited liability company, are party to that certain Loan Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, the defined terms of which are used herein unless otherwise defined herein).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “**IP Collateral**”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in **Schedule 1**, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “**Patents**”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in **Schedule 2**, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “**Trademarks**”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community

designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in **Schedule 3**, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “**Copyrights**”).

Notwithstanding the above, “IP Collateral” shall not include any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, 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 any registration that issues from such intent-to-use application under applicable federal Law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any Commonwealth of Pennsylvania court of competent jurisdiction sitting in Montgomery County, Pennsylvania (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this IP Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by

applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this **Paragraph 6**. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[Signature page follows]

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

GRANTOR:

HOTEL TANGO WHISKEY, INC.,
an Indiana corporation

By: 
Name: Travis Barnes
Title: Chief Executive Officer

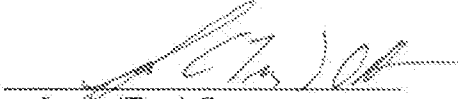
Address for Notices:

Hotel Tango Whiskey, Inc.
Attn: Travis Barnes, Chief Executive Officer
670 Virginia Avenue
Indianapolis, Indiana 46203
Email: travis@hoteltangowhiskey.com

AGREED TO AND ACCEPTED:

SECURED PARTY:

MATTERHORN CAPITAL PARTNERS, LP

By: 

Name: Louis (Trey) Ott

Title: Authorized Signatory

Address for Notices:

Matterhorn Capital Partners, LP
100 Front Street, Suite 905
West Conshohocken, PA
Attention: Ryan McLaughlin

with a copy to:

Moore & VanAllen
100 North Tryon Street, Suite 4700
Charlotte, NC 28202
Attention: Todd Ransom
Telephone No: 704.331.1013
Email: toddransom@mvalaw.com

Schedule 1

PATENTS AND PATENT APPLICATIONS

None.

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Hotel Tango Whiskey, Inc.
(Indiana Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
HOTEL TANGO DISTILLED WITH DISCIPLINE FIT TO SERVE MADE TO SHARE THIS SIDE UP TO STORE TO POUR THIS SIDE UP POUR WITH PURPOSE HIGH-STANDARD ISSUE SERVE WITH HONOR PURPOSE OF CONTENTS: TO BE SERVED AND CONSUMED IN PURSUANCE OF ELEVATED COMPANY MORALE. and Design	6671942	03/15/2022
HOTEL TANGO DISTILLED WITH DISCIPLINE POUR WITH PURPOSE HIGH-STANDARD ISSUE SERVE WITH HONOR THIS SIDE UP TO STORE TO POUR THIS SIDE UP PURPOSE OF CONTENTS: TOBE SERVED AND CONSUMED IN PURSUANCE OF ELEVATED COMPANY MORALE. and Design	6671941	03/15/2022
HT and Design	6613134	01/11/2022
DISTILLED WITH DISCIPLINE	6608017	01/04/2022
Design Only	5594998	10/30/2018
OSCAR CHARLIE ORANGECELLO	5411645	02/27/2018
LIMA CHARLIE LIMONCELLO	5406520	02/20/2018
HOTEL TANGO	5396177	02/06/2018
HOTEL TANGO	4949468	05/03/2016
HOTEL TANGO	4877939	12/29/2015

Trademark Application

Mark	Appl. No.	Filing Date
SHMALLOW	97311136	03/14/2022

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

**Hotel Tango Whiskey, Inc.
(Indiana Corporation)**

U.S. Copyrights

None.