

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONTUCKY COLD SNACKS, CO.,		08/05/2022	Corporation:
RECEIVING PARTY DATA			
Name:	WAVE 27 VENTURES, LLC		
Street Address:	4802 GLENMONT ST		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77401		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5357395	MONTUCKY COLD SNACK	
Registration Number:	5468570	MONTUCKY	
Registration Number:	5468713	MONTUCKY	
Registration Number:	5468719	MONTUCKY COLD SNACKS	
Registration Number:	5584807		
Registration Number:	5575988	MT	
Registration Number:	5689247	MT	
Registration Number:	5553416	DON'T BE A JERK	
Registration Number:	6205082	COLD SNACK	
Registration Number:	6328427	MT	
Registration Number:	6421843	COLD SNACK	
Registration Number:	6421842	MONTUCKY	
Registration Number:	6593017		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	MieshaHollingsworth@huntonak.com		
Correspondent Name:	Hunton AK LLP		

CH \$340.00 5357395

Address Line 1: 200 Park Avenue
Address Line 2: 52nd Floor
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Gregory I. porter

SIGNATURE: /Gregory L. Porter/

DATE SIGNED: 08/16/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 5, 2022 (this “**Agreement**”), is entered into by and between **MONTUCKY COLD SNACKS, CO.**, a Delaware corporation (“**Grantor**”), and **WAVE 27 VENTURES, LLC**, a Texas limited liability company (“**Lender**”).

RECITALS:

WHEREAS, reference is hereby made to that certain Loan and Security Agreement, dated as of August 5, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement), by and between Grantor and Lender; and

WHEREAS, Lender is willing to make the Loan as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Agreement.

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

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Indebtedness under the Loan Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and a continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

2. Loan Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Lender pursuant to the Loan Agreement and the other Loan Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest and continuing lien on the Trademark 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.

3. Authorization to Supplement. Grantor hereby authorizes Lender to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.


4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF TEXAS.**

[Remainder of Page Intentionally Blank]

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

GRANTOR:

MONTUCKY COLD SNACKS, CO.,
a Delaware corporation

By: 
Name: Chad Zeitner
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

WAVE 27 VENTURES, LLC, as Lender

By: 

Name: Allison Kimball

Title: Managing Member

SCHEDULE 1

TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Word mark: Montucky Cold Snack, for beer, ale, and lager	5357395	December 19, 2017
Word mark: MONTUCKY, for beer	5468570	May 15, 2018
Word mark: MONTUCKY, for clothing	5468713	May 15, 2018
Word mark: MONTUCKY COLD SNACKS, for clothing	5468719	May 15, 2018
Design consisting of mountain silhouettes, for beer	5584807	October 16, 2018
Design consisting of a negative image of a horse running from left to right with an "M" and a "T" on its rump, with the "M" and "T" arranged perpendicular to each other, for beer	5575988	October 2, 2018
Design consisting of a negative image of a horse running from viewer's left to right with an "M" and "T" on its rump, with the "M" and "T" arranged perpendicular to each other, for clothing	5689247	March 5, 2019
Word mark: DON'T BE A JERK, for beer	5553416	September 4, 2018
Word mark: COLD SNACK, for beer	6205082	November 24, 2020
Design consisting of a winged horse (Pegasus) or unicorn for beer	6328427	April 20, 2021
Word mark: COLD SNACK, for flavored malt-based alcoholic beverages, excluding beers	6421843	July 13, 2021
Word mark: MONTUCKY, for flavored malt-based alcoholic beverages, excluding beers	6421842	July 13, 2021
Design consisting of mountain silhouettes for clothing	6593017	December 21, 2021