

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
El Silencio Holdings, Inc.		08/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBV Ventures LLC		
<b>Street Address:</b>	207 High Point Drive, Building 100		
<b>Internal Address:</b>	c/o Constellation Brands, Inc.		
<b>City:</b>	Victor		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14564		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4749708	#SHARETHESILENCE	
<b>Registration Number:</b>	5418361	#SHARETHESILENCE	
<b>Registration Number:</b>	4464100	MEZCAL EL SILENCIO	
<b>Serial Number:</b>	87631004	MEZCAL EL SILENCIO	
<b>Registration Number:</b>	4479082	MEZCAL EL SILENCIO MES	
<b>Serial Number:</b>	87631007	MEZCAL EL SILENCIO MES	
<b>Registration Number:</b>	4609006	MES	
<b>Registration Number:</b>	5418360	MES	
<b>Serial Number:</b>	90658687	D TEQUILA DAHLIA CRISTALINO	
<b>Serial Number:</b>	88817705	TEQUILA DAHLIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		

CH \$265.00 4749708

<b>ATTORNEY DOCKET NUMBER:</b>	21615-235
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh
<b>SIGNATURE:</b>	/kristenmollnowwalsh/
<b>DATE SIGNED:</b>	09/07/2022

**Total Attachments: 18**

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**SECURITY AGREEMENT  
(Secured Convertible Promissory Note)**

This Security Agreement (this “**Agreement**” or “**Security Agreement**”), dated as of September 1, 2022 (the “**Effective Date**”), is made by and among EL SILENCIO HOLDINGS, INC., a Delaware corporation (the “**Grantor**”), in favor of CBV Ventures LLC, a Delaware limited liability company (the “**Secured Party**”).

**WHEREAS**, the Grantor has, simultaneously with the execution and delivery of this Agreement, entered into that certain Secured Convertible Promissory Note, dated as of the date hereof, by and between the Company and the Secured Party (the “**Note**”); and

**WHEREAS**, this Agreement is given by the Grantor in favor of the Secured Party to secured the payment and performance of the Secured Obligations (as defined in Section 3 below).

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Note. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

a. “**Accounts**,” “**Chattel Paper**,” “**Equipment**,” “**Fixtures**,” “**General Intangibles**,” “**Goods**,” “**Instruments**” and “**Inventory**” shall each have the meaning provided in the Code.

b. “**Code**” shall mean Chapter 9 of the Uniform Commercial Code of the State of Delaware as the same may be amended from time to time.

c. “**Event of Default**” shall have the meaning set forth in Section 6 hereof.

d. “**Intellectual Property**” shall mean any (i) processes, methodologies, procedures, and trade secrets, (ii) Software, tools, and machine-readable texts and files, and (iii) literary works or other works of authorship, including documentation, reports, drawings, charts, graphics, and other written documentation. Without limiting the generality of the foregoing, Intellectual Property shall include all rights with respect to (a) all inventions (whether or not patented or patentable and whether or not reduced to practice) and industrial property, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (b) all mask work rights, database data, and copyrightable works, all copyrights, copyright applications, registrations, and renewals in connection therewith, and all moral rights, (c) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (d) all design rights, (e) any other similar rights or intangible assets recognized under any laws or international conventions to

which the United States is a member or signatory, including the Berne Convention, Universal Copyright Convention, Paris Convention, TRIPS, European Patent Convention, Patent Cooperation Treaty, Madrid Protocol, WIPO Copyright Treaty, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force, and (f) all copies and tangible embodiments of all of the foregoing (a) through (e) in any form or medium throughout the world.

## 2. **Grant of Security Interest.**

a. For value received and as collateral security to secure the Secured Obligations, the Grantor hereby grants to the Secured Party a security interest, lien and mortgage in and to, and agrees and acknowledges that the Secured Party has, and shall continue to have, a security interest, lien and mortgage in and to, all personal property of the Grantor, including, without limitation, those assets and properties of the Grantor of the types described below, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created or acquired (the property described or referred to in subsections (i) through (xii) below hereinafter collectively referred to as the “**Collateral**”):

- i. all Accounts;
- ii. all Chattel Paper;
- iii. all Equipment;
- iv. all Fixtures;
- v. all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- vi. all Goods;
- vii. all Instruments;
- viii. all Intellectual Property, including without limitation, the trademark applications, registrations, and renewals set forth on Schedule 1 hereto;
- ix. all documents, Chattel Paper, Goods, moneys, securities drafts, and property of the Grantor and all of the Grantor’s deposits (general or special), balances, sums, proceeds and credits with, and any of its claims against, the Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;
- x. all motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these;

xii. all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or General Intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the property described or referred to in Sections 2(a)(i) through (x) above (the “**Books and Records**”); and

xiii. all products and proceeds (as defined in the Code) of any of the property described above in any form, and all proceeds of such proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by the Grantor against third parties for loss or damage to, or destruction of, any of such property.

b. Notwithstanding the foregoing, Collateral shall not include any agreement of the Grantor relating to a government grant or the proceeds therefrom for which the grant of the security interest therein would be a violation of law or breach under any such agreement.

3. **Secured Obligations.** The security interest and assignment of rights contained in this Agreement (collectively, the “**Security Interests**”) are granted to secure the payment and performance of the following obligations described or referred to in Sections 3(a) through (c) below (collectively, the “**Secured Obligations**”):

a. any and all loans, advances (including, without limitation, future advances), indebtedness, interest, obligations and liabilities of Company to the Secured Party evidenced by the Note;

b. all costs and expenses reasonably incurred by the Secured Party to enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Obligations, to collect the Secured Obligations and to maintain, preserve and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorneys’ fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and

c. all renewals, extensions and modifications of such indebtedness or any part thereof.

Notwithstanding the foregoing, the Secured Obligations shall not include any obligations with respect to any equity investments, rights to convert or other similar conversion right on obligations or any obligations under a warrant or similar instrument.

4. **Grantor’s Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party, as of the date hereof, that:

a. Except as set forth on Schedule 2 hereto, there is no financing statement or other document creating or evidencing a lien now on file in any public office covering any of the

Collateral of the Grantor, or any lien or encumbrance on any of the Collateral of the Grantor, whether such Collateral be real or personal, tangible or intangible, or whether the Grantor is named;

b. the principal place of business of the Grantor is 1625 17<sup>th</sup> Street, Suite 5, Santa Monica, California 90404 (the “**Principal Location**”);

c. the Collateral is located at those locations set forth on Schedule 3 hereto;

d. no dispute, right of setoff, counterclaim or defenses exist with respect to the Collateral or any part of the Collateral; and

e. all of the representations and warranties made by the Company in the Note are true and correct in all material respects.

5. **Grantor’s Covenant and Agreements.** The Grantor hereby covenants to the Secured Party and agrees that:

a. the Grantor shall, at its expense, make, procure, execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments, certificates, assignments, passbooks and supplemental writings, and do and deliver all acts, things, writings and assurances as the Secured Party may from time to time require in order to comply with the Code, or any other applicable law, and to preserve and protect the security interest hereby granted. In the event, for any reason, that the law of any jurisdiction other than the State of New York becomes or is applicable to the Collateral, or any part thereof, the Grantor agrees to execute and deliver all such instruments and to do all such other things as may be necessary or appropriate to preserve, protect and enforce the security interest or lien of the Secured Party, under the law of such other jurisdiction, to at least the same extent as such security interest would be protected under the Code;

b. until the termination of this Agreement, the Grantor will not execute and there will not be on file in any public office any financing statement or statements creating or evidencing a lien covering any of the Collateral, except: (i) liens granted after the date hereof to secure any other secured convertible promissory note (the “**Other Notes**”) issued by Grantor on terms that are substantially the same as, or not more favorable to the recipients of the Other Notes than, the terms of the Note; *provided, that*, the aggregate principal amount of the Other Notes may not exceed \$12,000,000, (ii) as set forth on Schedule 2, (iii) as may have been or may hereafter be granted to the Secured Party, and (iv) liens granted to secure purchase money financing for subsequent purchases of personal property or equipment, to be secured solely by the purchased items and the proceeds therefrom, and the Grantor further agrees that it will keep the Collateral free from any lien, attachment, security interest, sequestration, encumbrance, or any other legal or equitable process, or any encumbrance of any kind or character, except as may be granted to the Secured Party or of which the Secured Party has actual knowledge and to which it otherwise consents in writing;

c. the Grantor shall keep the Collateral in good repair and condition, and shall use reasonable care to prevent the Collateral from being damaged or depreciated, in each case, ordinary wear and tear excepted;

d. during the continuation of any Event of Default, upon request of the Secured Party, the Grantor shall promptly at its expense: (i) deliver to the Secured Party, with appropriate endorsement or assignment, all Instruments, Chattel Paper, monies, checks, notes, drafts and other evidence of indebtedness, or other property in the nature of items of payment representing proceeds of any of the Collateral, or arising from an Account which are then in, or may thereafter come into, the Grantor's possession; provided, however, proceeds from the sale of property which has been replaced by new property of value equal to or greater than the value of the replaced property when new may be retained by the Grantor; and (ii) direct all parties obligated on any of the Collateral to make all payments due or to become due thereon directly to the Secured Party or to such other person or officer as may be specified by the Secured Party;

e. the Grantor shall perform, at its sole cost and expense, any and all steps, and shall pay the amount of all reasonable expenses necessary to obtain, preserve, perfect, defend and enforce the security interest in the Collateral and to preserve, defend, enforce and collect the Collateral;

f. none of the Collateral shall be removed from its present location or disposed of by the Grantor without the prior written consent of the Secured Party, except the Grantor may sell inventory, if any, in the ordinary course of business. All risk and liability for safekeeping of the Collateral shall at all times, either before or after possession thereof by the Secured Party, remain that of the Grantor;

g. the Grantor shall have and maintain insurance at all times with respect to the Collateral in such amounts, in such form and with such companies as is reasonably satisfactory to the Secured Party. The Grantor shall bear the risk of loss to the extent of any deficiency in any effective insurance coverage with respect to loss or damage to the Collateral or any of the Collateral;

h. such Grantor shall indemnify and hold the Secured Party harmless from and against any and all present and future claims, liabilities and damages arising in connection with this Agreement, the Note, the Secured Obligations, or the Collateral, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by the Secured Party in respect thereof except for any of the foregoing arising solely out of the gross negligence or willful misconduct of the Secured Party;

i. the Grantor will immediately notify the Secured Party of any change in such Grantor principal place of business or chief executive office, or if any Event of Default (as defined in Section 6) occurs; and

j. the Grantor will not use the Collateral illegally and, whenever any of the Collateral includes obligations of third parties to the Grantor, such Collateral shall conform in all respects to the applicable requirements of any state or federal consumer credit law and the Grantor shall hold the Secured Party harmless and indemnify the Secured Party for any costs, losses or expenses incurred by the Secured Party, including without limitation attorneys' fees, arising from any illegality in connection with the Collateral.

6. **Events of Default.** The Grantor shall be in default under this Agreement upon the happening of any of the following events or conditions (each hereinafter called an “**Event of Default**”):

a. any Event of Default (as defined in the Note); or

b. the Grantor shall have entered against it by a court having jurisdiction thereof a decree or order for relief with respect to the Grantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official shall be appointed for the Grantor or for any part of the Grantor’s property, or the winding up or liquidation of any Grantor’s affairs shall have been ordered, or the Grantor shall have commenced a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for such relief in an involuntary case under any such law, or any such involuntary case shall be commenced, and not be dismissed within sixty (60) days, or the Grantor shall have consented to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Grantor or for any part of the Grantor’s property, or the Grantor shall have made a general assignment for the benefit of creditors.

7. **The Secured Party’s Rights and Remedies.**

a. The Secured Party, at any time, after and during the continuance of an Event of Default:

i. may require the Grantor to deposit in a special account at a bank to be designated by the Secured Party in the name of the Secured Party and styled “Collateral Account” any and all payments received by the Grantor with respect to the Collateral. Funds in such account are hereby assigned to the Secured Party and shall be impressed with the lien hereof to secure the Secured Obligations;

ii. may, at the sole option of the Secured Party, discharge taxes, liens and interest, perform or cause to be performed, for and on behalf of the Grantor, any actions and conditions, obligations or covenants which the Grantor has failed or refused to perform, and may pay for the repair, maintenance or preservation of any of the Collateral, and may do all other things deemed necessary by the Secured Party to perfect the security interest granted hereby and to preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, and may exercise all rights of the Grantor in the Collateral, and the Grantor hereby appoints the Secured Party its attorney-in-fact for such purposes, and all sums expended therefor, including, but not limited to, reasonable attorneys’ fees, court costs, agents’ fees or commissions, or any other costs or expenses, shall become a part of the Secured Obligations, shall bear interest from the date of payment at the interest rate set forth in the Note and shall be payable at the place designated for payment of the Secured Obligations and shall be secured by this Security Agreement; and

iii. may, in its sole discretion, require the Grantor to give possession or control of the Grantor’s Collateral to the Secured Party; endorse as the Grantor’s agent



any instruments, documents, or accounts relating to the Collateral; contact the Grantor directly to verify accounts; notify the Grantor and any other parties liable under the Collateral to make payment directly to the Secured Party; take control of the Collateral or proceeds thereof, including, without limitation, stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Secured Obligations; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms as the Secured Party may determine; and may require the Grantor to use their best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of the Grantor or such issuer.

b. In the event of the occurrence and continuation of any Event of Default, the Secured Party may, at its option, upon written notice to the Grantor, in addition to the rights and remedies provided in Section 7(a), without demand, presentment, or any other notice (which are fully waived):

i. declare the entire unpaid balance of the principal of the Secured Obligations to be in default and immediately due and payable, together with all accrued and unpaid interest thereon, reasonable attorneys' fees and all other collection charges;

ii. in addition to the rights and remedies provided in this Agreement, or in any other agreement, instrument or undertaking executed by the Grantor, invoke the rights and remedies of a secured party under the Code and any and all other laws;

iii. take possession and dispose of all or any portion of the Collateral, at public or private sale, as a unit or in parcels, upon any terms and prices and in any order, free from any claim or right of any kind including any equity of redemption of the Grantor, ANY SUCH DEMAND, RIGHT OR EQUITY BEING EXPRESSLY WAIVED AND RELEASED; and for such purpose the Secured Party may maintain all or any part of the Collateral on the Grantor's premises for such period of time as may be reasonably necessary without any charge whatsoever. Upon the Secured Party's demand, the Grantor will take all steps necessary to prepare the Collateral (including without limitation making any repairs to the Collateral requested by the Secured Party) for and otherwise assist in any proposed disposition of the Collateral; and assemble the Collateral and make it available to the Secured Party at a reasonably convenient location. Any disposition of the Collateral may be made by way of one or more contracts and at any such disposition it shall not be necessary to exhibit the Collateral.

c. In addition:

i. the Secured Party shall not be liable for any act or omission on the part of the Secured Party, its officers, agents, or employees, except for gross negligence or willful misconduct. All rights and remedies of the Secured Party hereunder are cumulative and may be exercised singularly or concurrently. The exercise of any right or remedy will not be a waiver of any other;

ii. the rights, titles, interests, liens and securities of the Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests or liens which the Secured Party may now or at any time hereafter hold securing the payment of the Secured Obligations, or any part thereof;

iii. the Secured Party is hereby expressly authorized to apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and the Grantor hereby expressly consents to any such appointment; and

iv. the Secured Party shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by the Secured Party with respect to any of the Collateral, first to the payment of all its reasonable expenses, including attorneys' fees and legal expenses, incurred in holding and preparing the Collateral, or any part thereof, for sale or other disposition, in arranging for such sale or other disposition, and in actually selling the same, and next toward payment of the balance of the Secured Obligations in such order and manner as the Secured Party in its sole discretion may deem advisable. If the proceeds are not sufficient to pay the Secured Obligations in full, the Grantor shall remain liable for any deficiency.

**8. Miscellaneous.**

a. This Agreement shall be governed by the internal law of the State of Delaware without regard to any conflicts of laws provisions that would require the application of the laws of any other state. The parties hereto each (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts in and for New York City, State of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state and federal courts in and for New York City, State of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

b. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE NOTE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER

WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

c. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, representatives, administrators, successors and assigns.

d. Any notice of sale, disposition or other action by the Secured Party required by the Code and sent to the Grantor, at least ten (10) days prior to such action, shall constitute reasonable notice to the Grantor. Any notice herein required or permitted to be given shall be in writing and delivered personally, via overnight priority U.S. mail or a nationally recognized overnight courier, and deemed delivered the first business day following the date of mailing if not personally delivered:

*If to Grantor:* El Silencio Holdings, Inc.  
1625 17<sup>th</sup> Street, Suite 5  
Santa Monica, CA 90404  
Attention: Fausto Zapata, Chief Executive Officer

*If to the Secured Party:* At the address indicated for the Secured Party on the signature page of this Agreement.

e. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

f. Any term of this Agreement may be amended, terminated or waived only with the written consent of the parties hereto.

g. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

h. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, *e.g.*, [www.docuSign.com](http://www.docuSign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. This Agreement and any exhibits or other documents referred to herein, including, without limitation, the Note, constitute the complete understanding of the parties with respect to the subject matter referred to herein and shall supersede all prior or contemporaneous

negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Security Agreement. Each of the parties understands that in the event of any subsequent litigation, controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, neither shall be permitted to offer or introduce any oral evidence concerning any oral promises or oral agreements between the parties relating to the subject matter of this Security Agreement not included or referred to herein and not reflected by a writing signed by the Secured Party.

j. Upon the payment in full in cash of all Secured Obligations (other than the obligations that are intended to survive the termination of the Note) or the conversion of the Note into equity securities of Grantor pursuant to the terms of the Note, this Agreement and the security interest and all other rights granted hereby shall automatically terminate and all rights to the Collateral shall revert to Grantor without any further action of the Secured Party. Upon any such termination, the Secured Party shall authorize Grantor to file any UCC-3 or other termination statements to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Grantor. Furthermore, the Secured Party shall, at Grantor's expense and upon its written direction, execute and deliver to Grantor such documents (including UCC-3 termination statements) as Grantor shall reasonably request to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Grantor.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the date first written above.

**GRANTOR:**

EL SILENCIO HOLDINGS, INC.

By:   
Name: Fausto Zapata  
Title: Chief Executive Officer

Address: El Silencio Holdings, Inc.  
1625 17th Street, Suite 5  
Santa Monica, CA 90404

**SECURED PARTY:**

CBV VENTURES LLC

By: \_\_\_\_\_  
Name: Steven King  
Title: Vice President

Address: CBV Ventures LLC  
c/o Constellation Brands, Inc.  
207 High Point Drive, Building 100  
Victor, New York 14564  
Attention: General Counsel

*[Signature Page to Convertible Note Security Agreement]*

IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the date first written above.

**GRANTOR:**

EL SILENCIO HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Fausto Zapata  
Title: Chief Executive Officer

Address: El Silencio Holdings, Inc.  
1625 17th Street, Suite 5  
Santa Monica, CA 90404

**SECURED PARTY:**

CBV VENTURES LLC

By: \_\_\_\_\_  
Name: Steven King  
Title: Vice President

Address: CBV Ventures LLC  
c/o Constellation Brands, Inc.  
207 High Point Drive, Building 100  
Victor, New York 14564  
Attention: General Counsel

*[Signature Page to Convertible Note Security Agreement]*

**SCHEDULE 1  
TRADEMARKS**

<i>Trademark</i>	<i>Country</i>	<i>Registration/Application number</i>	<i>Registration date</i>	<i>Status</i>	<i>Comments</i>
<i>MEZCAL EL SILENCIO</i>	U.S.	4,749,708	06/02/2015	Registered	
	U.S.	5,418,361	03/06/2018	Registered	
	U.S.	4,464,100	01/07/2014	Registered	Section 8 and 15 filed 1/10/2019
	U.S.	87631004	TBD	Pending	
	Australia	1720511	07/27/2015	Granted	Grant of protection following a provisional refusal under Rule 18ter(2)(d) 2016/51 Gaz, 12/29/2016
	Switzerland	IR 1263852		Refused	2016/51 Gaz, 12/29/2016, Total provisional refusal of protection
	China	IR 1263852	11/2018	Protection granted on appeal following denial in 03/2017	Refusal issued 2017 - similar to an earlier registration – “Mescal”. Appeal successful, 12/2018
	Colombia	IR 1263852	N/A	Final Refusal issued 05/21/2018	
	European Community	IR 1263852	07/12/2016	Granted	
	Iceland	1263852 (No Iceland Reg. No. assigned)	06/29/2017	Protection Granted	Statement of grant of protection made under Rule 18ter(1) 2017/26 Gaz. 07/13/2017
<i>MEZCAL EL SILENCIO</i>	Japan	IR 1263852 (No Japan reg no. assigned)	09/23/2016	Protection Granted	
	Republic of Korea	N/A	N/A	Refused	Total provisional refusal based on CONO SUR SILENCIO
	Norway	IR 1263852	08/11/2017	Protection Granted	Expected expiration/renewal 07/27/2025

Trademark	Country	Registration/Application number	Registration date	Status	Comments
<i>MEZCAL EL SILENCIO</i> <i>MES (and design)</i>	Russian Federation	IR 1263852	N/A	Refused	Final refusal issued 04/20/2018
	Turkey	IR 1263852	12/10/2018	Protection Granted	Grant of protection issued Feb 10, 2019; protection began Dec 2018
	U.S.	4,479,082	02/04/2014	Registered	Section 8 and 15 filed 2/10/2019; Sec 8 & 9 due 2/4/23-2/4/24
<i>MES (and design)</i>	U.S.	87631007	TBD	Pending	
	U.S.	4,609,006	09/23/2014	Registered	Sec 8 and 15 filed 9/25/19
	U.S.	5,418,360	03/06/2018	Registered	Sec 8 and 15 due 3/6/23-3/6/24
	Australia	1838137	12/20/2016	Granted	Expected expiration/renewal 12/20/2026
	European Community	IR 1339117	09/19/2017	Registered	No oppositions filed; protection granted 09/19/2017
<i>CASA SILENCIO (and design)</i>	Japan	IR 1339117	12/20/2016 (2017/13 Gaz, 04/13/2017)	Granted	Protection issued following a provisional refusal under Rule 18ter(2)(i) 01/25/2018
	Mexico	1623598	03/28/2016	Registered	Expected expiration 06/03/2025
	Mexico	2283521	08/09/2021	Registered	Expected expiration 08/09/2031
<i>El Silencio</i>	Mexico	0119852346853	TBD	Pending	Application filed 03/20/2020
	Mexico	2273892	07/12/2021	Registered	
	Mexico	1812590	10/19/2017	Registered	
<i>El Silencio (and design with phrase and logo)</i>	Mexico	0119851930404	TBD	Pending	Application filed 08/10/2017
	Mexico	1812588	10/19/2017	Registered	
<i>El Silencio (and design 2 phrase only)</i>	Mexico	0119851930403	TBD	Pending	Application filed 08/10/2017
	Mexico	1812588	10/19/2017	Registered	



Trademark	Country	Registration/Application number	Registration date	Status	Comments
<i>El Silencio (design – bold letters)</i>	Mexico	1528250	04/09/2015	Registered	
<i>D Tequila Dahlia Cristalino (and design)</i>	U.S.	90658687	11/23/2021	Registered	
<i>Dahlia Cristalino (and design)</i>	Mexico	2227865	04/05/2021	Registered	
<i>Dahlia</i>	Mexico	2184877	12/10/2020	Registered	Expected expiration/renewal 03/17/2030
<i>Dahlia Rosa</i>	Mexico	2261044	06/11/2021	Registered	Expected expiration/renewal 03/20/2030
<i>Dahlia Rosa (design)</i>	Mexico	2262785	06/16/2021	Registered	Expected expiration/renewal 03/17/2030
<i>Tequila Dahlia</i>	U.S.	88817705	04/13/2021	Registered	Sec 8 & 15 due 4/13/26 – 4/13/27
<i>Design Mark only</i>	Mexico	1743945	04/18/2017	Registered	Expected expiration/renewal 12/6/26
<i>Mes El Silencio (and design)</i>	Mexico	1701552	11/29/2016	Registered	Expected expiration/renewal 06/03/2025
	Mexico	1705174	12/08/2016	Registered	Expected expiration/renewal 06/04/2025
	Mexico	0119851616934	N/A	Deleted	App filed 06/03/2015, App deleted 03/24/2017
<i>#SHARETHESILENCE</i>	Mexico	1623597	03/28/2016	Registered	Expected expiration/renewal 06/03/2025
	Mexico	1612873	02/11/2016	Registered	Expected expiration/renewal 06/03/2025

<i>Trademark</i>	<i>Country</i>	<i>Registration/Application number</i>	<i>Registration date</i>	<i>Status</i>	<i>Comments</i>
<i>MES MESCALLEH PROGRAM</i>	Mexico	1621030	03/10/2016	Registered	Expected expiration/renewal 06/03/2025

## **SCHEDULE 2**

### **OTHER LIENS AND ENCUMBRANCES**

Liens related to that certain Accelerated Payment Agreement, dated as of December 15, 2021, by and between the Grantor and Park Street Imports, LLC, as amended by that certain First Amendment to Accelerated Payment Agreement dated as of December 29, 2021, as further amended by that certain Second Amendment to Accelerated Payment Agreement dated as of May 14, 2022, all of which shall be terminated in accordance with the terms of that certain Pay-Off Letter, dated as of September 1, 2022, by and between Park Street Imports, LLC and the Grantor.

**SCHEDULE 3**

**LOCATIONS OF COLLATERAL**

<b>Street and Mailing Address</b>	<b>County</b>	<b>Owned, Leased or Third Party</b>	<b>Name and address of Lessor or Third Party, as applicable</b>
1275 Commerce Blvd. American Canyon, CA 94503	Napa	Third Party	Western Wine Services
2101 91st Street North Bergen, NJ 07047	Hudson	Third Party	Western Carriers
15751 Tapia Street Irwindale, CA 91706	Los Angeles	Third Party	Convoy Beverage Alliance