

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Republic National Distributing Company, LLC		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6316966	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Registration Number:	6310433	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Registration Number:	6151849	REPUBLIC NATIONAL DISTRIBUTING COMPANY	
Registration Number:	6151846	REPUBLIC NATIONAL DISTRIBUTING COMPANY	
Registration Number:	6146952	RNDC	
Serial Number:	97468150	ERNDC	
Serial Number:	97470423	ERNDC	
Serial Number:	97470601	ERNDC	
Serial Number:	97468425	ERNDC	
Serial Number:	97468628	RNDC	
Serial Number:	97467689	RNDC	
Serial Number:	97468233	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Serial Number:	97470536	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Serial Number:	88804488	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Serial Number:	88804386	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Serial Number:	88804299	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
Serial Number:	88804060	RNDC REPUBLIC NATIONAL DISTRIBUTING COMP	
CORRESPONDENCE DATA			

CH \$440.00 6316966

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: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.017300
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NAME OF SUBMITTER:	Brittiny Slicker
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SIGNATURE:	/Brittiny Slicker/
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DATE SIGNED:	11/01/2022
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 1st day of November, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of November 1, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **REPUBLIC NATIONAL DISTRIBUTING COMPANY, LLC**, a Delaware limited liability company (“RNDC”), the Subsidiaries of RNDC identified on the signature pages thereof as “Borrowers”, (together with RNDC and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Agent, Wells Fargo and **BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A., FIFTH THIRD BANK, NATIONAL ASSOCIATION, and TRUIST SECURITIES, INC.**, as joint lead arrangers (in such capacity, together with their successors and assigns in such capacity, the “Joint Lead Arrangers”), Wells Fargo and **BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A., FIFTH THIRD BANK, NATIONAL ASSOCIATION, and TRUIST SECURITIES, INC.**, as joint book runners (in such capacity, together with their successors and assigns in such capacity, the “Joint Book Runners”), and **COMPEER FINANCIAL, PCA, COBANK, ACB, and TD BANK, N.A.**, as co-documentation agents (in such capacity, together with their successors and assigns in such capacity, the “Co-Documentation Agents”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 1, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

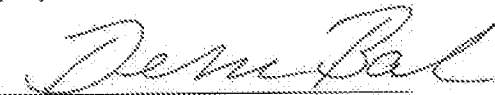
**REPUBLIC NATIONAL DISTRIBUTING
COMPANY, LLC**, a Delaware limited liability
company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

RNDC TEXAS, LLC, a Texas limited liability
company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

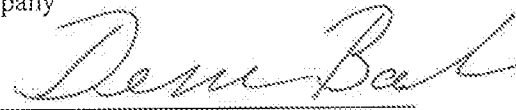
**REPUBLIC NATIONAL DISTRIBUTING
COMPANY OF NORTH DAKOTA, INC.**, a North
Dakota corporation

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer


**REPUBLIC NATIONAL DISTRIBUTING
COMPANY, LLC**, a Nebraska limited liability
company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

RNDC ALASKA, LLC, an Alaska limited liability
company

By: 

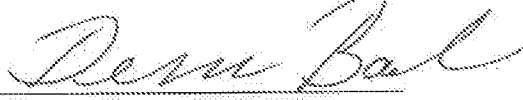
Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

[RNDC—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007882 FRAME: 0182**

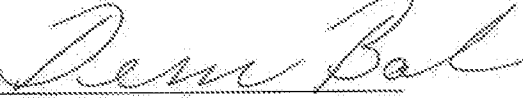
YOUNG'S MARKET COMPANY OF ARIZONA,
LLC, an Arizona limited liability company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

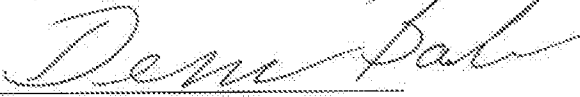
YOUNG'S MARKET COMPANY, LLC, a Delaware
limited liability company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

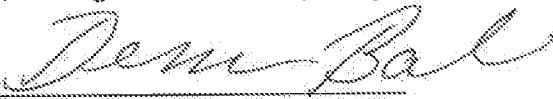
YOUNG'S MARKET COMPANY OF
WASHINGTON, LLC, an Oregon limited liability
company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

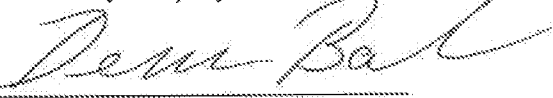
YOUNG'S MARKET COMPANY OF OREGON,
LLC, an Oregon limited liability company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

K&L BEVERAGE COMPANY, LLC, a Delaware
limited liability company

By: 

Name: Dennis Bashuk

Title: Executive Vice President and Treasurer

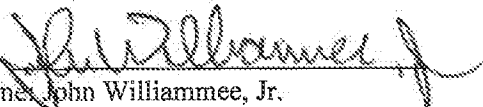
[RNDC—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: John Williammee, Jr.
Its Authorized Signatory

[RNDC---TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007882 FRAME: 0184

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country / State	Mark	Application/ Registration No.	App/Reg Dates
Republic National Distributing Company, LLC	United States	RNDC and Design	6,316,966	April 6, 2021
Republic National Distributing Company, LLC	United States	RNDC and Design	6,310,433	March 30, 2021
Republic National Distributing Company, LLC	United States	REPUBLIC NATIONAL DISTRIBUTING COMPANY	6,151,849	September 15, 2020
Republic National Distributing Company, LLC	United States	REPUBLIC NATIONAL DISTRIBUTING COMPANY	6,151,846	September 15, 2020
Republic National Distributing Company, LLC	United States	RNDC	6,146,952	September 8, 2020
Republic National Distributing Company, LLC	United States	ERNDC	97468150	June 21, 2022
Republic National Distributing Company, LLC	United States	ERNDC	97470423	June 22, 2022
Republic National Distributing Company, LLC	United States	eRNDC and Design	97470601	June 22, 2022
Republic National Distributing Company, LLC	United States	eRNDC and Design	97468425	June 21, 2022

Republic National Distributing Company, LLC	United States	RNDC	97468628	June 21, 2022
Republic National Distributing Company, LLC	United States	RNDC	97467689	June 21, 2022
Republic National Distributing Company, LLC	United States	RNDC and Design	97468233	June 21, 2022
Republic National Distributing Company, LLC	United States	RNDC and Design	97470536	June 22, 2022
Republic National Distributing Company, LLC	United States	RNDC: REPUBLIC NATIONAL DISTRIBUTING COMPANY and Design	88804488	February 20, 2020
Republic National Distributing Company, LLC	United States	RNDC: REPUBLIC NATIONAL DISTRIBUTING COMPANY and Design	88804386	February 20, 2020
Republic National Distributing Company, LLC	United States	RNDC: REPUBLIC NATIONAL DISTRIBUTING COMPANY and Design	88804299	February 20, 2020
Republic National Distributing Company, LLC	United States	RNDC and Design	88804060	February 20, 2020
Republic National Distributing Company, LLC	Louisiana	HERITAGE HOUSE WINES	574659	July 11, 2002
Republic National Distributing Company, LLC	Louisiana	PELICAN WINE AND SPIRITS	574368	June 13, 2002

Republic National Distributing Company, LLC	Louisiana	GULF COAST BEVERAGE COMPANY RELIABLE LIQUOR COMPANY	401282	July 21, 1982
Republic National Distributing Company, LLC	Louisiana	RELIABLE LIQUOR COMPANY	401233	July 15, 1982
Republic National Distributing Company, LLC	Louisiana	RELIABLE LIQUOR COMPANY	401234	July 15, 1982
K&L Beverage Company, LLC	Wyoming	REPUBLIC NATIONAL DISTRIBUTING COMPANY OF WYOMING	2020-000960626	November 24, 2020

Trade Names

Owner	Name	State
Republic National Distributing Company, LLC	Republic National Distributing Company	Alabama
Republic National Distributing Company, LLC	Republic National Distributing Company	Colorado
Republic National Distributing Company, LLC	Republic National Distributing Company	District of Columbia
Republic National Distributing Company, LLC	Republic National Distributing Company	Florida
Republic National Distributing Company, LLC	Republic National Distributing Company	Louisiana
Republic National Distributing Company, LLC	Republic National Distributing Company	Maryland
Republic National Distributing Company, LLC	Republic National Distributing Company	Mississippi
Republic National Distributing Company, LLC	Republic National Distributing Company	North Carolina

Republic National Distributing Company, LLC	Republic National Distributing Company	Ohio
Republic National Distributing Company, LLC	Republic National Distributing Company	South Dakota
Republic National Distributing Company, LLC	Republic National Distributing Company	Virginia
Republic National Distributing Company, LLC	Republic National Distributing Company	West Virginia
Republic National Distributing Company, LLC	RNDC of Nebraska	Nebraska
Republic National Distributing Company, LLC	Republic National Distributing Company	Nebraska
Republic National Distributing Company, LLC	RNDC Kentucky	Kentucky
Republic National Distributing Company of North Dakota, Inc.	RNDC of North Dakota	North Dakota
Republic National Distributing Company of North Dakota, Inc.	North Dakota Wholesale Liquor Dealers Association	North Dakota
K&L Beverage Company, LLC	Republic National Distributing Company of Alaska	Alaska
K&L Beverage Company, LLC	RNDC of Montana	Montana
K&L Beverage Company, LLC	RNDC of Oregon	Oregon
K&L Beverage Company, LLC	Republic National Distributing Company of Utah	Utah
K&L Beverage Company, LLC	RNDC of Washington	Washington
K&L Beverage Company, LLC	Republic National Distributing Company of Wyoming	Wyoming

RNDC Alaska, LLC	RNDC Alaska	Alaska
Young's Market Company of Arizona, LLC	Republic National Distributing Company of Arizona	Arizona
Young's Market Company of Arizona, LLC	Young's Market Company of Arizona	Arizona
Young's Market Company, LLC	Republic National Distributing Company of California	California
Young's Market Company, LLC	RNDC of HI	Hawaii
Young's Market Company of Oregon, LLC	Republic National Distributing Company of Oregon	Oregon
RNDC Texas, LLC	Republic National Distributing Company	Texas
Young's Market Company of Washington, LLC	Republic National Distributing Company of Washington	Washington

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.