

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
24Ligne LLC		10/28/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Farm Credit East, ACA		
Street Address:	1450 Route 14		
City:	Phelps		
State/Country:	NEW YORK		
Postal Code:	14532		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4600517	BLACK BUTTON DISTILLING	
Registration Number:	4720178	LIVE LARGE IN SMALL BATCHES	
Registration Number:	6024691	UNBUTTONED	
Registration Number:	6029777	UNBUTTONED CRAFT COCKTAILS	
Serial Number:	97457855	CELLAR'S GATE	
Serial Number:	97470843	ROCHESTER STYLE STRAIGHT BOURBON WHISKEY	
Registration Number:	6430126	CAN BEE COCKTAILS	
Registration Number:	5861321	BLACK BUTTON DISTILLING	
CORRESPONDENCE DATA			
Fax Number:	5184170235		
<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:	5187012762		
Email:	cbartini@harrisbeach.com		
Correspondent Name:	Colleen Bartini		
Address Line 1:	677 Broadway Ste 1101		
Address Line 2:	Harris Beach PLLC		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Colleen bartini		

OP \$215.00 4600517

SIGNATURE:	/Colleen Bartini/
DATE SIGNED:	10/31/2022
Total Attachments: 10 source=Black Button Distilling - Trademark Security Agreement - Executed#page1.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page2.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page3.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page4.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page5.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page6.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page7.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page8.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page9.tif source=Black Button Distilling - Trademark Security Agreement - Executed#page10.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 28, 2022, is made by:

24LIGNE LLC, a New York limited liability company, with an address of 85 Railroad Street, Rochester, New York 14609 (the "Grantor"),

in favor of

FARM CREDIT EAST, ACA, a corporation organized and existing under the laws of the United States under Farm Credit Act of 1971, as amended, with an address of 1450 Route 14, Phelps, New York 14532 (the "Secured Party").

In consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions and Interpretations. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Loan Agreement described below, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The interpretations applicable to the Loan Agreement are incorporated into and applicable to this Agreement. The following terms shall have the following meanings when used in this Agreement:

"Licenses" means, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark Collateral or any other trademark or trade secret, whether the Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark or trade secret.

"Loan Agreement" means that certain Loan and Guaranty Agreement, dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor and the Secured Party, as the same may be modified, extended, supplemented or replaced from time to time.

"PTO" means the United States Patent and Trademark Office.

2. Security Interest. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the

following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, that are owned by or assigned to the Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby, including the trademark registrations and applications set forth in Schedule A hereto (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) reissues, continuations, extensions and renewals thereof and amendments thereto;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing including damages, claims and payments for past, present or future infringements thereof;

(d) all Licenses;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(f) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing or corresponding thereto provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or rights under trademark licenses in which the Grantor has an interest to the limited extent that any terms of such general intangible, license or law, statute or regulation pertaining to such general intangible restricts, prohibits or requires a consent (that has not been obtained) of a Person (other than any Loan Party or any of its Affiliates) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law; provided, however, that Trademark Collateral shall include (i) proceeds of any item of general intangibles and (ii) any general intangible or license that at any time ceases to satisfy the criteria set forth above to be excluded from Trademark Collateral (whether as a result of the Grantor obtaining any necessary consent, any change in law, statute or

regulation or otherwise), and provided, further, that the Grantor shall take all commercially reasonable action to obtain consents or otherwise make such general intangibles and licenses eligible as part of the Trademark Collateral.

3. Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Secured Party. The Secured Party agrees to provide such agreement to the Grantor upon Payment in Full. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party pursuant to the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. The Grantors represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of Trademarks and trademark applications or registrations owned by any Grantor, in whole or in part, is set forth in Schedule A.

5. Secured Party License. For the purpose of enabling the Secured Party, during the continuance of an Event of Default, to exercise rights and remedies under the Loan Agreement, and for no other purpose, the Grantor hereby grants to the Secured Party, to the extent of the Grantor's rights and effective only during the continuance of an Event of Default, an irrevocable, non-exclusive license, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of the Grantor to avoid the risk of invalidation of such Trademarks, to use and sublicense any of the Trademark Collateral then owned by or licensed to the Grantor. Such license shall include access to all devices, products and media in which any of the Intellectual Property Collateral is embodied, embedded, recorded or stored and to all computer programs used for the compilation or printout hereof.

6. Dealing with Trademark Collateral. On a continuing basis, the Grantor shall, at its sole cost and expense:

(a) promptly following its becoming aware thereof, notify the Secured Party of any materially adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the PTO regarding the Grantor's claim of ownership in or right to use any of the material Trademark Collateral material to the use and operation of the Loan Parties' properties and businesses, the Grantor's right to register such Trademark Collateral or its right to keep and maintain such registration in full force and effect;

(b) maintain and protect the material Trademark Collateral material to the use and operation of the Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement;

(c) not permit to lapse or become abandoned any material Trademark Collateral material to the use and operation of the Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such

Trademark Collateral, in each case except as shall be consistent with commercially reasonable business judgment;

(d) upon the Grantor obtaining knowledge thereof, promptly notify the Secured Party in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any of the material Trademark Collateral or any portion thereof that is material to the use and operation of Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement, the ability of the Grantor or the Secured Party to dispose of the Trademark Collateral or any portion thereof, or the rights and remedies of the Secured Party in relation thereto including a levy or threat of levy or any legal process against the Trademark Collateral or any portion thereof;

(e) not license the Trademark Collateral other than licenses entered into by the Grantor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that in any manner that would materially impair the value of the Trademark Collateral or the Lien on the Trademark Collateral created therein hereby, without the consent of the Secured Party;

(f) diligently keep adequate records respecting its material Trademark Collateral material to the use and operation of Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement; and

(g) furnish to the Secured Party from time to time upon the Secured Party's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Trademark Collateral and such other materials evidencing or reports pertaining to the Trademark Collateral as the Secured Party may from time to time reasonably request.

7. Litigation. Unless there shall occur and be continuing any Event of Default, the Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Grantor, such applications for protection of the Trademark Collateral and suits, proceedings or other actions to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Trademark Collateral. Upon the occurrence and during the continuance of any Event of Default, the Secured Party shall have the right but shall in no way be obligated to file applications for protection of the Trademark Collateral and/or bring suit in the name of the Grantor or the Secured Party to enforce the Trademark Collateral and any license thereunder. In the event of such suit, the Grantor shall, at the reasonable request of the Secured Party, do any and all lawful acts and execute any and all documents reasonably requested by the Secured Party in aid of such enforcement and the Grantor shall promptly reimburse and indemnify the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 7. In the event that the Secured Party shall elect not to bring suit to enforce the Trademark Collateral as permitted by this Section 7 and an Event of Default has occurred and is continuing, the Grantor agrees, at the reasonable request of the Secured Party, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Trademark

Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

8. Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Grantor. In addition, the Grantor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify the Secured Party in a writing signed by the Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.

9. Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or of continuation of any of them, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Secured Party with respect to any such new trademark rights promptly, and at any time upon the Secured Party's request. Without limiting the Grantor's obligations under this Section 9, the Grantor authorizes the Secured Party unilaterally to modify this Agreement without the signature of the Grantor by amending Schedule A to include any new trademark rights acquired by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to choice of law principles except for sections 5-1401 and 5-1402 of the New York General Obligations Law.

11. Entire Agreement; Amendment. This Agreement, the Loan Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 9 hereof. If any provision hereof expressly conflicts with any specific provision of the Loan Agreement or Security Agreement, the terms most favorable to the Secured Party shall be controlling.

12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

13. Default. The occurrence of any Event of Default under the Loan Agreement shall be an "Event of Default" under this Agreement.

14. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Obligations, renewal, extension or modification thereof need be given to the Grantor. This Agreement will terminate only at such time as Payment in Full has occurred.

15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

16. No Waiver. The Grantor agrees that no representation, promise, or agreement made by the Secured Party or by any officer or employee of the Secured Party, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Secured Party hereunder unless agreed by the Secured Party in writing. None of the rights and remedies of the Secured Party hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Secured Party in writing.

17. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

18. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.


19. Miscellaneous. The Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Obligations and with respect to the Collateral.

[Signature pages follow]

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

24LIGNE LLC

By:



Name: Jason Barrett
Title: President

Accepted:

FARM CREDIT EAST, ACA

By:

Name: Emily Mason
Title: Senior Loan Officer

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

24LIGNE LLC

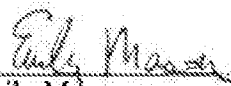
By:

Name: Jason Barrett
Title: President

Accepted:

FARM CREDIT EAST, ACA

By:



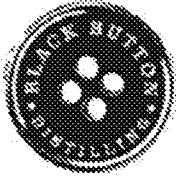

Name: Emily Mason
Title: Senior Loan Officer


SCHEDULE A
To the Trademark Security Agreement

Grantor: 24LIGNE LLC

Secured Party: FARM CREDIT EAST, ACA

Registered Trademarks (US)

Mark	Registration/Application No.	Owner
BLACK BUTTON DISTILLING & Design 	4,600,517	The Company
LIVE LARGE IN SMALL BATCHES	4,720,178	The Company
UNBUTTONED	6,024,691	The Company
	6,029,777	The Company
CELLAR'S GATE	97/457,855	The Company
	97/470,843	The Company

 <p>The logo for Can Bee cocktails features a stylized beehive above the text "Can Bee" in a bold, serif font, with "cocktails" in a smaller, lowercase font below it.</p>	6,430,126	The Company
BLACK BUTTON DISTILLING	5,861,321	The Company