

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
75 1/2 RAINEY STREET LLC		02/28/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BANC OF CALIFORNIA, N.A.		
Street Address:	601 SOUTH FIGUEROA STREET		
Internal Address:	SUITE 2800		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4817807	HALF STEP YOU EARNED IT	
Registration Number:	4817806	HALF STEP	
Registration Number:	4817805	1/2	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	2138910700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PNULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B1043-0010 [PN:MM:SH]		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		
DATE SIGNED:	03/02/2023		

CH \$90.00 4817807

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of February 28, 2023 is entered into by and between the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Banc of California, N.A., a national banking association ("Bank").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, amended and restated, or supplemented from time to time, the "Credit Agreement"), entered into by and between POURING WITH HEART, LLC, a Delaware limited liability company ("Borrower") and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank a Security Agreement, dated as of the date of the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank 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 respective meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank 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 UCC) 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 Bank, 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 Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the 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 Bank 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 Bank 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 Bank's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. COUNTERPARTS. 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 (including by e-mail delivery of a ".pdf" format data file) 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.

[SIGNATURE PAGE FOLLOWS]

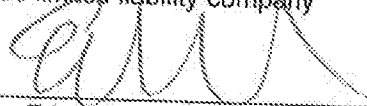
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

GRANTORS:

POURING WITH HEART, LLC,
a Delaware limited liability company

By: 
Name: Eric Needleman
Title: Managing Partner

75 1/2 RAINEY STREET, LLC,
a Texas limited liability company

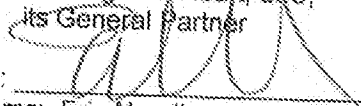
By: 
Name: Eric Needleman
Title: Manager

By: _____
Name: Christopher Bostick
Title: Manager

LA BREA HISTORIC RESTAURANT, LLC,
a California limited liability company

By: Spirited Group Opportunity Fund III, L.P.,
its Sole Member

By: Pouring with Heart, LLC,
its General Partner

By: 
Name: Eric Needleman
Title: Managing Partner

213 VENTURES, LLC,
a California limited liability company

By: Pouring with Heart, LLC
its Sole Member

By: 
Name: Eric Needleman
Title: Managing Partner

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

GRANTORS:

POURING WITH HEART, LLC,
a Delaware limited liability company

By: _____
Name: Eric Needleman
Title: Managing Partner

75 1/2 RAINEY STREET, LLC,
a Texas limited liability company

By: _____
Name: Eric Needleman
Title: Manager

By: _____
Name: Christopher Bostick
Title: Manager

LA BREA HISTORIC RESTAURANT, LLC,
a California limited liability company

By: Spirited Group Opportunity Fund III, L.P.,
its Sole Member

By: Pouring with Heart, LLC,
its General Partner

By: _____
Name: Eric Needleman
Title: Managing Partner

213 VENTURES, LLC,
a California limited liability company

By: Pouring with Heart, LLC
its Sole Member

By: _____
Name: Eric Needleman
Title: Managing Partner

Trademark Security Agreement

BANK:

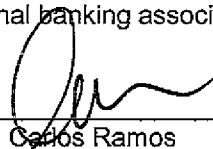
ACCEPTED AND ACKNOWLEDGED BY:

BANC OF CALIFORNIA, N.A.,
a national banking association

By: _____

Name: Carlos Ramos

Title: Senior Vice President



**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**
Trademark Registrations/Applications

See attached

<u>Grantor</u>	<u>Mark</u>	<u>Serial No. / Reg. No.</u>	<u>File Date / Reg. Date</u>
Pouring with Heart, LLC	Homebound Brew Haus	97024808 / 6919793	9/13/2021 / 12/6/2022
Pouring with Heart, LLC	Bar CDMX	97091381 / Pending	10/25/2021 / Pending
Pouring with Heart, LLC	Power House Bar	97535374 / Pending	8/4/2022 / Pending
Pouring with Heart, LLC		97024890 / 6746713	9/13/2021 / 5/31/2022
Pouring with Heart, LLC	Homebound	97024878 / 6746712	9/13/2021 / 5/31/2022
Pouring with Heart, LLC	Idle Brewing	97374952 / Pending	4/21/2022 / Pending
Pouring with Heart, LLC	The Stay Put	90407267 / Pending	12/23/2020 / Pending
Pouring with Heart, LLC	Chatterbox Bar	90731190 / Pending	5/24/2021 / Pending
Pouring with Heart, LLC	Bar Bandolier	88804767 / Pending	2/20/2020 / Pending
75 ½ Rainey Street LLC		86544382 / 4817807	2/24/2015 / 9/22/2015
75 ½ Rainey Street LLC		86544365 / 4817806	2/24/2015 / 9/22/2015
75 ½ Rainey Street LLC		86544346 / 4817805	2/24/2015 / 9/22/2015
213 Ventures, LLC	Thoughtful Bar Ventures	88345261 / 5940096	3/18/2019 / 12/17/2019
213 Ventures, LLC	Pouring With Heart	88345253 / 5940095	3/18/2019 / 12/17/2019
213 Ventures, LLC	Imperial Western Beer Company	87861714 / 6053851	4/3/2018 / 5/12/2020
213 Ventures, LLC	GREEN STATE OF COCKTAILS	85824096 / 4581974	1/15/2013 / 8/5/2014

La Brea Historic Restaurant, LLC	Miracle Mile Brewing Company	87606644 / 5910652	9/13/2017 / 11/12/2019
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Trade Names


Grantor	Trade Names Used
Spirited Group II, LP	Golden Gopher
Spirited Ventures 6, LLC	Cana Rum Bar
Las Perlas Limited Partnership	Las Perlas
Spirited Ventures 10, LLC	Seven Grand LA
SG Tonys, LP	Tony's Saloon
The Fate Bar, LLC	4100 Bar
Spirited Group I, LLC	Seven Grand Whiskey Bar
Spirited Group IV, LLC	Normandie Club
Spirited Group V, LLC	Chatterbox & The Slipper Clutch
SG Brewhouse LLC	Arts District Brewing Co.
Spirited Group VI, LLC	Homebound Brewhaus
Las Perlas WH, LLC	Las Perlas WH
La Brea Historic Restaurant LLC	All Season Brewing Co.
Spring Street Bar, LLC	Spring St. Bar
Spirited Group Properties, LLC	CDMX
Seven Grand Denver, LLC	Seven Grand Denver
75 1/2 Rainey Street LLC	Half Step
Spirited 405 East 7th St, LLC	Seven Grand/Las Perlas/Cana
1906 East 12th Street, LLC	King Bee
73 Rainey Street LLC	Stayput Brewery
1714 Highland, LLC	Power House

Spirited 1030 Broadway, LLC	El Dorado
Spirited 1403 Larimer LLC	Emerald Eye
Spirited 2706 Larimer, LLC	American Bonded
Spirited 521 Grayson, LLC	Three Star Bar
414 Brooklyn LLC	Idle Brewing
Spirited 1350 Broadway, LLC	Migrator Brewing
Spirited Group Opportunity Fund, L.P.	Fund 1
Spirited Group Opportunity Fund II, L.P.	Fund 2
Spirited Group Opportunity Fund III, L.P.	Fund 3

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

<u>Grantor</u>	<u>Licensees</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Seven Grand Licensing LLC	Spirited Group I, LLC Spirited 405 East 7th St, LLC Spirited Ventures 10, LLC Seven Grand Denver, LLC		77491584 / 3563993	6/5/2008 / 1/20/2009