

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Illegal Mezcal, S.A.		04/13/2023	Company: PANAMA
RECEIVING PARTY DATA			
Name:	Park Street Imports, LLC		
Street Address:	1000 Brickell Avenue, Suite 215		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5002750	THE ILEGAL MUSIC SERIES	
Registration Number:	3732868	ILEGAL MEZCAL	
CORRESPONDENCE DATA			
Fax Number:	5854198801		
<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:	585-419-8636		
Email:	dburley@harrisbeach.com		
Correspondent Name:	Harris Beach, PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	295063		
NAME OF SUBMITTER:	Neal Slifkin		
SIGNATURE:	/Neal Slifkin/		
DATE SIGNED:	05/24/2023		
Total Attachments: 4			
source=Attachment to Assignment 4879-9888-2917 v.1#page1.tif			
source=Illegal_-_PSI_-_TM_Security_Agreement#page1.tif			
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source=Illegal_-_PSI_-_TM_Security_Agreement#page3.tif			

Attachment to Request for New Assignment

Submission Type: New Assignment
Nature of Conveyance: Security Interest
Conveying Party: Illegal Mezcal, S.A.
Receiving Party: Park Street Imports, LLC

To: Assignment Recordation Branch
From: Neal L. Slifkin, Esq., Attorney for Park Street Imports, LLC (“Receiving Party”)

Dear Sir/Madam:

I write to address concerns raised in the Notice of Non-Recordation of an Assignment Document dated May 17, 2023. The reasons for non-recordation were as follows:

1. There is a discrepancy with the conveying party's name. The cover sheet states the conveying party's name as Illegal Mezcal. The assignment document states the conveying party's name as Illegal Mezcal, S.A. Please clarify.
2. There is a discrepancy with the conveying party's entity type. The cover sheet states the conveying party's entity type as a Corporation, but the document states the conveying party's entity type as a Company.

Regarding number one above, we have corrected the identification of the conveying party's name in the cover sheet to correctly match the Security Agreement in this corresponding USPTO ETAS document.

Regarding number two above, to clarify, the conveying party, Illegal Mezcal, S.A. is the Grantor. Park Street Imports, LLC is the Receiving Party or the “Secured Party.” Illegal Mezcal, S.A. is officially a company based in Panama. Park Street Imports, LLC, is a company.

SECURITY AGREEMENT

This Security Agreement (the "Agreement") is entered into as of April 13, 2023 ("Effective Date"), by and between Ilegal Mezcal, S.A. ("Grantor" and Park Street Imports, LLC ("Secured Party" or "Company"). Company and Grantor may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Grantor desires to grant a security interest in certain trademarks owned by the Grantor to the Secured Party as collateral for the performance of certain obligations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions:**

(a) "Trademarks" means the trademarks listed in Schedule A attached hereto and made a part hereof, including all registrations and applications thereof, and any renewals, extensions, or modifications thereto, and the goodwill associated with such trademarks.

2. **Grant of Security Interest.** Grantor hereby unconditionally grants, collaterally assigns, and pledges to Company, to secure any and all to obligations, whether now existing or hereafter arising, hereunder and/or under any other agreements between the Parties, a first priority continuing security interest in and lien on all of Grantor's right, title, and interest in the Trademarks. In no event shall any party other than the Company have a security interest in the Trademarks.

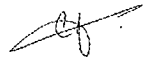
3. **Continuing Security Interest.** Grantor and Company agree that this Agreement creates, and is intended to create, valid and continuing lien upon the Trademarks in favor of Company. Grantor represents, warrants and promises to Company that: (i) it has the rights in and the power to transfer each and any item upon which it purports to grant a lien pursuant to this Agreement, free and clear of any and all liens or claims of others; (ii) the security interests granted pursuant to this Agreement, upon Company's completion of the actions to perfect liens, and assuming that the grant of the security interests and the perfection of the liens is in compliance with all applicable laws, rules and regulations, will constitute valid perfected security interests in all of the Trademarks in favor of Company as security for the prompt and complete payment of any and all obligations of Grantor to Company hereunder and /or under any agreement between the Parties,; and (iii) to Grantor's knowledge, no effective security agreement or equivalent security or lien instrument or continuation statement covering all or any part of the Trademarks and authorized by Grantor is on file or of record in any public office, except those relating to the Company Group. Grantor promises to defend the right, title and interest of Company in and to the Trademarks against the claims and demands of all persons whomsoever, and shall take such actions reasonably requested by Company from time to time.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.


8. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by the parties hereto.
9. **Entire Agreement.** This Agreement, together with any schedules or exhibits attached hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties with respect thereto.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. **Conflicts.** In the event that this Agreement, or any provision herein, conflicts with any other agreement between the Parties, the terms of any other agreement shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Park Street Imports, LLC,
a Florida limited liability company

By: 
Name: Chris Mehringer
Title: President

ILEGAL MEZCAL, S.A.,
a Panamanian company

By: 
Name: John Rexer
Title: CEO

“Schedule A”

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>	<i>Comments</i>
The Illegal Music Series	United States of America	5002750	7/19/16	Registered	International Classes - 41
Illegal Mezcal	United States of America	3732868	12/29/09	Registered	International Classes - 33