

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pouring With Heart, LLC		02/28/2023	Limited Liability Company: DELAWARE
75 1/2 Rainey Street, LLC		02/28/2023	Limited Liability Company: TEXAS
La Brea Historic Restaurant, LLC		02/28/2023	Limited Liability Company: CALIFORNIA
213 Ventures, LLC		02/28/2023	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Caltius Partners VI, LP, as Agent
<b>Street Address:</b>	11766 Wilshire Blvd., Suite 850
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
<b>Registration Number:</b>	6919793	HOMEBOUND BREW HAUS
<b>Serial Number:</b>	97091381	BAR CDMX
<b>Serial Number:</b>	97535374	POWER HOUSE
<b>Registration Number:</b>	6746713	H
<b>Registration Number:</b>	6746712	HOMEBOUND
<b>Serial Number:</b>	97374952	IDLE BREWING
<b>Serial Number:</b>	90407267	THE STAY PUT
<b>Serial Number:</b>	90731190	CHATTERBOX BAR
<b>Serial Number:</b>	88804767	BAR BANDOLIER
<b>Registration Number:</b>	4817807	HALF STEP YOU EARNED IT
<b>Registration Number:</b>	4817806	HALF STEP
<b>Registration Number:</b>	4817805	1/2
<b>Registration Number:</b>	5940096	THOUGHTFUL BAR VENTURES
<b>Registration Number:</b>	5940095	POURING WITH HEART

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6053851	IMPERIAL WESTERN BEER COMPANY
Registration Number:	4581974	GOLDEN STATE OF COCKTAILS
Registration Number:	5910652	MIRACLE MILE BREWING COMPANY

**CORRESPONDENCE DATA**

**Fax Number:** 7044448857  
*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:** 7043432000  
**Email:** twitcher@mcguirewoods.com  
**Correspondent Name:** Terry L. Witcher, Senior Paralegal  
**Address Line 1:** McGuireWoods LLP  
**Address Line 2:** 201 N. Tryon Street, Suite 3000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>NAME OF SUBMITTER:</b>	Terry L. Witcher
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	05/25/2023

**Total Attachments: 8**  
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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 Caltius Partners VI, LP, a Delaware limited partnership, in its capacity as Agent for the Holders (as defined in the Investment Agreement (defined below)) (“Agent”).

### WITNESSETH:

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

WHEREAS, Agent is willing to make the financial accommodations to Borrower as provided for in the Investment Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent a Security Agreement, dated as of the date of the Investment 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 Agent 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 Investment Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent 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 Agent, 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 pursuant to the 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 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 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**.

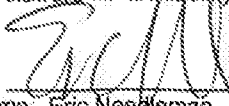
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same 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]

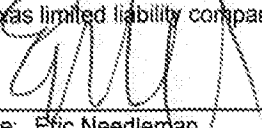
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

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

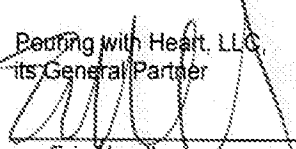
By:   
Name: Eric Needleman  
Title: Manager

By:   
Name: Christopher Bostick  
Title: Manager

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

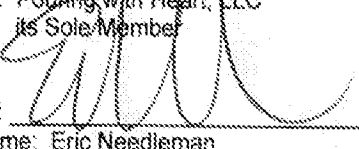
By: Spirited Group Opportunity Fund III, L.P.,  
its Sole Member

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

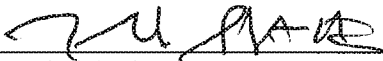
ACCEPTED AND ACNOWLEDGED BY:

AGENT:

**CALTUS PARTNERS VI, LP,**  
a Delaware limited partnership

By: GPM VI, LP, its general partner

By: UGPM VI, LLC, its general partner

By:  \_\_\_\_\_




Name: Frederick Stuart III

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<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	GOLDEN 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**


<b>Grantor</b>	<b>Trade Names Used</b>
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**

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