

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tanteo Spirits, LLC		08/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5965383	TANTEO	
Registration Number:	6329744	CHOOSE YOUR CHILI	
Registration Number:	6207081	PICK YOUR KICK	
Registration Number:	6521749	ESPERO	
Registration Number:	3664830	T TANTEO PARA LA BUENA VIDA	
Registration Number:	3664726	T TANTEO	
Registration Number:	4726047	BEYOND ORDINARY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0466		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		

OP \$190.00 5965383

DATE SIGNED:

08/25/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 25, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) is made by the TANTEO SPIRITS, LLC, a Delaware limited liability company (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, OLE SMOKY HOLDCO, LLC, a Delaware limited liability company (“Holdings”), SHINE COMPANY MERGER SUB 1, LLC, a Delaware limited liability company (“Merger Sub”), as the Borrower prior to the Merger, which on the Closing Date shall be merged with and into OLE SMOKY DISTILLERY, LLC, a Tennessee limited liability company (with OLE SMOKY DISTILLERY, LLC as the surviving entity and the Borrower upon and after the Merger) (the “Borrower”), JPMORGAN CHASE BANK, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement, dated as of March 31, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit to the Borrower, the L/C Issuers have severally agreed to issue Letters of Credit for the account of the Borrower, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of March 31, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the L/C Issuers to issue Letters of Credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto, together with all goodwill associated therewith.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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


TANTEO SPIRITS, LLC,
as Grantor

By:



Name: John Robert Hall
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____

Name: Brandon Abney
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008178 FRAME: 0205

SCHEDULE A

United States Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Trademark Registration No.
Tanteo Spirits, LLC	TANTEO	United States	5965383
Tanteo Spirits, LLC	CHOOSE YOUR CHILI	United States	6329744
Tanteo Spirits, LLC	PICK YOUR KICK	United States	6207081
Tanteo Spirits, LLC	ESPERO	United States	6521749
Tanteo Spirits, LLC	T TANTEO PARA LA BUENA VIDA & design	United States	3664830
Tanteo Spirits, LLC	T TANTEO & design	United States	3664726
Tanteo Spirits, LLC	BEYOND ORDINARY	United States	4726047