

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WhistlePig, LLC		11/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	131 S Dearborn St.		
Internal Address:	Floor 4		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4316859	WHISTLEPIG	
Registration Number:	3926689	WHISTLEPIG WHISKEY	
Registration Number:	5008042	THE BOSS HOG	
Registration Number:	5380501		
Registration Number:	5356841	LIMAVADY	
Registration Number:	6817242	WP	
Registration Number:	6496081	WHISTLEPIG	
Registration Number:	5247693	FARMSTOCK	
Registration Number:	5449182	TRIPLE TERROIR	
Registration Number:	7085596	WHISTLEPIG	
Serial Number:	90333144	THE BEHOLDEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Choate Hall & Stewart LLP		

OP \$290.00 4316859

Address Line 1: Two International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2011745-0006

NAME OF SUBMITTER: Brian E. Reese

SIGNATURE: /Brian E. Reese/

DATE SIGNED: 11/02/2023

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 1, 2023 by WHISTLEPIG, LLC, a Delaware limited liability company (the "Grantor"), to and with JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, together with its successors and assigns, the "Administrative Agent"). This Agreement amends and restates (i) that certain Trademark Security Agreement between the Grantor and JPMorgan Chase Bank, N.A., as "Lender", dated as of March 28, 2017, recorded on March 28, 2017 with the United States Patent and Trademark Office at Reel 6020, Frame 0907; (ii) that certain Supplemental Trademark Security Agreement between the Grantor and JPMorgan Chase Bank, N.A., as "Lender", dated as of June 4, 2018, recorded on June 8, 2018 with the United States Patent and Trademark Office at Reel 6349, Frame 0071; and (iii) the Supplemental Trademark Security Agreement between the Grantor and JPMorgan Chase Bank, N.A., as "Lender", dated as of May 23, 2023, recorded on June 8, 2023 with the United States Patent and Trademark Office at Reel 8095, Frame 0962 (collectively, the "Existing Trademark Security Agreements").

RECITALS

WHEREAS pursuant to the terms of that certain Third Amended and Restated Credit Agreement, dated as of November 1, 2023, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, Grantor, as Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Grantor.

WHEREAS Grantor has executed and delivered to the Administrative Agent that certain Amended and Restated Pledge and Security Agreement, dated as of November 1, 2023, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among, among others, the Grantor and the Administrative Agent, pursuant to which Grantor granted to the Administrative Agent a security interest and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below) and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations of the Grantor.

WHEREAS Grantor and the Administrative Agent contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, and the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

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

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement or the Security Agreement, as applicable. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. Grant of Security Interest in Trademarks. As security for the Secured Obligations, Grantor hereby grants, assigns and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in and lien on all of Grantor's right, title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (the "Trademark Collateral").

3. Security for Secured Obligations. This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

4. Incorporation by Reference. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreements, the terms of the Security Agreement shall control.

5. Recordation. Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with the internal laws of the State of New York.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.


8. Amendment and Restatement. This Agreement amends, restates and replaces the Existing Trademark Security Agreements in their entirety, but does not extinguish the obligations

for the payment of money outstanding thereunder or otherwise discharge or release the Grantor from its obligations (including the obligations of the Grantor, as therein defined, as applicable) arising thereunder, the liens created thereby or the priority of any security interest granted thereby. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing Trademark Security Agreements, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith.

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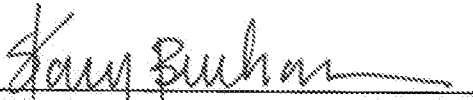
IN WITNESS WHEREOF the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed as a sealed instrument by their duly authorized representatives as of the day and year first above written.

WHISTLEPIG, LLC

By 
Name: Jeff Kozak
Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

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

By: 
Name: Stacy C. Benham
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

EXHIBIT A

U.S. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
WHISTLEPIG	4316859	04/09/2013	WhistlePig, LLC
WHISTLEPIG WHISKEY	3926689	03/01/2011	WhistlePig, LLC
THE BOSS HOG	5008042	07/26/2016	WhistlePig, LLC
“SMOKING PIG” DESIGN LOGO	5380501	01/16/2018	WhistlePig, LLC
LIMAVADY	5356841	12/12/2017	WhistlePig, LLC
WP	6817242	08/16/2022	WhistlePig, LLC
WHISTLEPIG	6496081	09/28/2021	WhistlePig, LLC
FARMSTOCK	5247693	07/18/2017	WhistlePig, LLC
TRIPLE TERROIR	5449182	04/17/2018	WhistlePig, LLC
WHISTLEPIG	7085596	06/20/2023	WhistlePig, LLC

U.S. TRADEMARK APPLICATIONS

Trademark	Filing Basis	Serial Number	Filing Date	Applicant
THE BEHOLDEN	Intent-to-Use	90333144	11/20/2020	WhistlePig, LLC