

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865322

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Supplement to Patent and Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frank-Lin Distillers Products, Ltd.		12/29/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1800 Century Park East, Suite 1300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2893806	JOLLY ROGER CARIBBEAN RUM	
<b>Serial Number:</b>	97518169	DUGGAN'S IRISH CREAM LIQUEUR	
<b>Serial Number:</b>	90449862	C.E.O.	
<b>Registration Number:</b>	6828764	RIO ROSALITA	
<b>Serial Number:</b>	88617126	CAYO COSTA	
<b>Registration Number:</b>	6083124		
<b>Registration Number:</b>	5966182	J. SEEDS	
<b>Registration Number:</b>	5802332	CANADIAN RIDGE	
<b>Registration Number:</b>	5151197	BUCK	
<b>Registration Number:</b>	5164791	SEC8NDS	
<b>Registration Number:</b>	6061414	REDRUM	
<b>Registration Number:</b>	4798354	POTTER'S	
<b>Registration Number:</b>	4771930	PREMIUM	
<b>Registration Number:</b>	4760422	BLACK SADDLE	
<b>Registration Number:</b>	4787124	GRAN BERRI	
<b>Registration Number:</b>	5407780	TRIPLE-O	
<b>Registration Number:</b>	5317379	FLAMING BULL	
<b>Registration Number:</b>	4416638	VOODOO	
<b>Registration Number:</b>	2703243	REDRUM VOODOO SPICED RUM	

OP \$490.00 2893806

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2227500 TM
<b>NAME OF SUBMITTER:</b>	Robin Dunn
<b>SIGNATURE:</b>	/Robin Dunn/
<b>DATE SIGNED:</b>	01/03/2024

**Total Attachments: 6**

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**SUPPLEMENT  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Supplement to Patent and Trademark Security Agreement is entered into as of December 29, 2023 by and between Wells Fargo Bank, National Association ("Bank") and Frank-Lin Distillers Products, Ltd. ("Grantor").

**RECITALS**

A. Bank and Grantor previously entered into a Patent and Trademark Security Agreement (the "IP Security Agreement"), dated as of October 7, 2013. (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

**AGREEMENT**

The IP Security Agreement is hereby amended and supplemented by adding the Trademarks listed on Exhibit A hereto to Exhibit B of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Patents and Trademarks described in the IP Security Agreement, as amended and supplemented hereby (including without limitation the Patents and Trademarks described on the Exhibits hereto and also including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of such Patents and Trademarks, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such Patents and Trademarks, (b) all licenses or other rights to use any of such Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, renewals and extensions of any of such Trademarks or Patents, and (d) all proceeds and products of such Trademarks or Patents, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of such Trademarks or Patents), to secure the payment and performance of the Obligations and any and all other covenants and agreements of Grantor under the Credit Agreement or the Security Agreement, and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered, or for which application has been made, with the United States Patent and Trademark Office.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to Patent and Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

GRANTOR:

**FRANK-LIN DISTILLERS PRODUCTS,  
LTD.**

By **Carlos Valles** Digitally signed by Carlos Valles  
Date: 2023.12.27 16:54:28  
+08'00'  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony M. DeMaria,  
Vice President and  
Chief Financial Officer

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to Patent and Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTOR:

**FRANK-LIN DISTILLERS PRODUCTS,  
LTD.**


By:   
\_\_\_\_\_  
Anthony M. DeMaria,  
Vice President and  
Chief Financial Officer

EXHIBIT A

TRADEMARKS

REGISTRATION/ APP NUMBER	REGISTRATION/ APPLICATION DATE	DESCRIPTION
2893806	10/12/04	JOLLY ROGER CARIBBEAN RUM
97518169	07/25/22	DUGGAN'S IRISH CREAM LIQUEUR
90449862	01/06/21	C.E.O.
90467804	01/15/21	RIO ROSALITA
6828764	08/23/22	
88617126	09/14/19	CAYO COSTA

REGISTRATION/ APP NUMBER	REGISTRATION/ APPLICATION DATE	DESCRIPTION
88422811	05/09/19	
6083124	06/23/20	
88505552	07/09/19	J. SEEDS
5966182	01/21/20	
88119780	09/17/18	CANADIAN RIDGE
5802332	07/09/19	
87118646	07/27/16	BUCK
5151197	02/28/17	
87110666	07/20/16	SEC8NDS
5164791	03/21/17	
87850538	03/26/18	REDRUM
6061414	05/26/20	
86418695	10/08/14	POTTER'S
4798354	08/25/15	
86418715	10/08/14	PREMIUM
4771930	07/14/15	
86491654	12/29/14	BLACK SADDLE
4760422	06/23/15	
86296995	05/31/14	GRAN BERRI
4787124	08/04/15	
86296997	05/31/14	TRIPLE-O
5407780	02/20/18	
86296990	05/31/14	FLAMING BULL
5317379	10/24/17	
85224901	01/24/11	VOODOO
4416638	10/15/13	

REGISTRATION/ APP NUMBER	REGISTRATION/ APPLICATION DATE	DESCRIPTION
78061434	05/01/01	REDRUM VOODOO
2703243	04/01/03	SPICED RUM