

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869540

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Correction of Improperly Recorded Security Agreements		
RESUBMIT DOCUMENT ID:	900766675		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacob D Edwards		04/18/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jacob D Edwards		
Street Address:	4211 Old Hartford Road		
City:	Owensboro		
State/Country:	KENTUCKY		
Postal Code:	42303		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90370856	KENTUCKY CLUB	
CORRESPONDENCE DATA			
Fax Number:	8592539144		
<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:	859-226-2332		
Email:	mhargis@stites.com		
Correspondent Name:	Michael S. Hargis		
Address Line 1:	250 W. Main Street, Suite 2300		
Address Line 4:	Lexington, KENTUCKY 40507		
ATTORNEY DOCKET NUMBER:	2530S-001US00		
NAME OF SUBMITTER:	Michael S. Hargis		
SIGNATURE:	/Michael S. Hargis/		
DATE SIGNED:	01/19/2024		
Total Attachments: 5			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Registration Application Serial No. 90/370,856

Filed December 9, 2020
For the mark KENTUCKY CLUB
Published in the *Official Gazette* on February 15, 2022.

DECLARATION OF JACOB D. EDWARDS

I, Jacob D. Edwards, submit this declaration pursuant to 28 U.S.C. §1746.

1. I am the individual who originally filed Registration Application Serial No. 90/370,856 seeking registration of the mark KENTUCKY CLUB for whiskey.
2. I am familiar with the facts set forth in this declaration and could, if called as a witness, testify competently with regard to them.
3. A first Trademark Security Agreement document was submitted and recorded at Reel 7785/Frame 0863 on July 13, 2022.
4. A second Trademark Security Agreement document was submitted also and recorded at Reel 7786/Frame 0238 on July 13, 2022.
5. I entered into an Intellectual Property License Agreement with Green River Spirits Company on November 8, 2021, wherein I licensed use of the mark KENTUCKY CLUB.
6. On July 14, 2022, Green River Spirits Company, a South Carolina corporation, was converted to Green River Spirits Company, LLC, a South Carolina Limited Liability Company.
7. Neither Green River Spirits Company nor Green River Spirits Company, LLC ever used the mark KENTUCKY CLUB.
8. On September 20, 2022, Green River Spirits Company, LLC and I, Jacob D. Edwards, executed a First Amendment to and Termination of the Intellectual Property License

Agreement terminating the aforementioned Intellectual Property License Agreement

9. Had Green River Spirits Company ever used the mark KENTUCKY CLUB, the Intellectual Property License Agreement read "Licensee [Green River Spirits Company] agrees that its Use of the Licensor IP under this Agreement, and the goodwill associated therewith, inures to the benefit of Licensor [Jacob D. Edwards]" and that "[n]othing contained herein shall act as an assignment or transfer of any right, title, or interest of Licensor [Jacob D. Edwards] in or to any Licensor IP."

10. Accordingly, I have been, and continue to be, the correct owner of the Registration Application Serial No. 90/370,856 and all rights in the mark KENTUCKY CLUB.

11. During this license period and on July 13, 2022, Green River Spirits Company entered into a Trademark Security Agreement with unnamed Secured Parties and with Capital One, National Association acting as collateral agent. This Security Agreement is the first Security Agreement that was recorded in the PTO and is identified in paragraph 3 above.

12. The first Security Agreement includes a Grant of Security Interest section that purports to grant a security interest in all right, title or interest in a group of assets listed in a Schedule A which list included Reg. App. Ser. No. 90/370,856.

13. The first Security Agreement specifically excludes any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law.

14. The first Trademark Security Agreement contains erroneous information because the neither Green River Spirits Company nor Green River Spirits Company, LLC have rights in

the mark KENTUCKY CLUB or Reg. App. Ser. No. 90/370,856 to grant.

15. Also during this license period and on July 13, 2022, Green River Spirits Company and The Bardstown Bourbon Company, LLC entered into a second Trademark Security Agreement with unnamed Secured Parties and with Alter Domus (US) LLC acting as collateral agent. This Security Agreement is the second Security Agreement that was recorded in the PTO and is identified in paragraph 4 above.

16. The second Security Agreement includes a Grant of Security Interest section that purports to grant a security interest in all right, title or interest in a group of assets listed in a Schedule A which list included Reg. App. Ser. No. 90/370,856.

17. The second Security Agreement specifically excludes any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law.

18. The second Trademark Security Agreement contains erroneous information because the neither Green River Spirits Company, Green River Spirits Company, LLC, nor The Bardstown Bourbon Company, LLC have rights in the mark KENTUCKY CLUB or Reg. App. Ser. No. 90/370,856 to grant.

19. I have contacted, through counsel, counsel and/or representatives from each of the involved parties requesting release of the first and second Trademark Security Agreements. To date, none of the counsel and/or representatives contacted have taken or indicated a willingness to take action to file corrective papers.

20. Accordingly, I am providing this Declaration in support of a corrected cover sheet

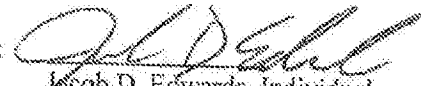
filed with the Assignment Services Division of the U.S. Patent and Trademark Office in accordance with 37 C.F.R. §3.34 (TMEP § 323.01(c)).

All statements made of my own knowledge are true and all statements made on information and belief are believed to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 18, 2023, in Owensboro, Ky, Kentucky.

By:



Jacob D. Edwards, Individual
4211 Old Hartford Road
Owensboro, Kentucky 42303

Applicant