

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GFY Beverages Company		09/13/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent		
<b>Street Address:</b>	270 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2817044	MARTÍ AUTÉNTICO	
<b>Registration Number:</b>	2834295	MARTI AUTENTICO MOJITO LICOR DE RON SUPE	
<b>Registration Number:</b>	2738898	MARTI MOJITO	
<b>Registration Number:</b>	2534317	MARTI	
<b>Registration Number:</b>	3757163	MARTÍ AUTÉNTICO LIBERTADOR DE CUBA JOSE	
<b>Registration Number:</b>	2608680	JOSE MARTI	
<b>Registration Number:</b>	2577395	MARTI AUTENTICO	
<b>Registration Number:</b>	2498605	MARTI AUTENTICO	
<b>Registration Number:</b>	2507354	MARTI	
<b>Registration Number:</b>	2817043	MARTÍ AUTÉNTICO, LICOR DE RON, SUPER PRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259116		
<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>			
<b>Email:</b>	jessica.davis@lockelord.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	2800 Financial Plaza		
<b>Address Line 2:</b>	Locke Lord LLP		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		

OP \$265.00 2817044

<b>ATTORNEY DOCKET NUMBER:</b>	1444099.00058
<b>NAME OF SUBMITTER:</b>	Jessica Davis
<b>SIGNATURE:</b>	/JDavis/
<b>DATE SIGNED:</b>	03/21/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 13, 2016 and is between GFY Beverages Company, a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of September 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Chatham Imports, Inc. ("Chatham"), Quaker Equities Ltd. ("Quaker"), and Brescome Barton Inc. ("Brescome"), and collectively with Chatham and Quaker, the "Borrowers"), the Grantor, as a Loan Guarantor (as defined in the Credit Agreement), the other Loan Guarantors from time to time party thereto, the banks and financial institutions from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Amended and Restated Pledge and Security Agreement dated as of September 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, the other domestic Subsidiaries of Quaker from time to time party thereto, and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, 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 Obligations (as defined in the Credit Agreement) including the Obligations of the Borrowers under the Credit Agreement;

WHEREAS the parties to the Credit Agreement 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, 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, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

#### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

#### **Section 2. Grant of Security Interest in Trademarks**

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

**Section 3. Security for 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 Obligations.

**Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent 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 Agreement, the terms of the Security Agreement shall control.

**Section 5. Recordation**

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

**Section 6. Miscellaneous**

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

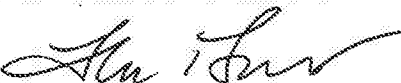
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

GFY BEVERAGES COMPANY

By:   
Name: FLORA DUKANTE  
Title: PRESIDENT

ADMINISTRATIVE AGENT:

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

By: \_\_\_\_\_  
Name: Daniel Stampfel  
Title: Authorized Signatory

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

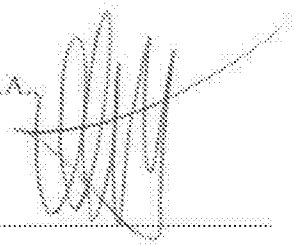
GRANTOR:

GEY BEVERAGES COMPANY

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

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent



By: \_\_\_\_\_  
Name: Daniel Stampfel  
Title: Authorized Signatory




*[Trademark Security Agreement]*

**SCHEDULE A**

**TO**

**TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

<b>Name of Obligor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
GFY Beverages Company	MARTÍ AUTÉNTICO and Design 	2817044	2/24/2004
GFY Beverages Company	MARTI AUTENTICO MOJITO LICOR DE RON SUPER PREMIUM CUBAN-STYLE RUM WITH NATURAL LIME & MINT LIBERTADOR DE CUBA JOSE MARTI and Design 	2834295	4/20/2004
GFY Beverages Company	MARTI MOJITO	2738898	7/15/2003
GFY Beverages Company	MARTÍ and Design  MARTÍ	2534317	1/29/2002
GFY Beverages Company	MARTÍ AUTÉNTICO LIBERTADOR DE CUBA JOSE MARTI and Design 	3757163	3/9/2010
GFY Beverages Company	JOSE MARTÍ and Design  JOSE MARTÍ	2608680	8/20/2002
GFY Beverages Company	MARTI AUTENTICO	2577395	6/11/2002
GFY Beverages Company	MARTI AUTENTICO and Design  MARTÍ AUTENTICO	2498605	10/16/2001

Name of Obligor	Trademark	Registration Number	Registration Date
GFY Beverages Company	MARTI and Design  <b>MARTI</b>	2507354	11/13/2001
GFY Beverages Company	MARTI AUTENTICO, LICOR DE RON, SUPER PREMIUM, CUBAN-STYLE RUM, WITH NATURAL LIME & MINT, MOJITO	2817043	2/24/2004

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