

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANCHOR DISTILLING COMPANY, LLC		12/21/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	333 S. Hope Street, Ste. 1300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2082108	OLD POTRERO	
<b>Registration Number:</b>	2212014	A. H. HIRSCH	
<b>Registration Number:</b>	2219013	HIRSCH SELECTION	
<b>Registration Number:</b>	2219014	HIRSCH SELECTION	
<b>Registration Number:</b>	2215627	HIRSCH	
<b>Registration Number:</b>	3809888	OLD POTRERO	
<b>Registration Number:</b>	3183090	HIRSCH	
<b>Registration Number:</b>	3341555	HOTALING	
<b>Registration Number:</b>	4886939	EDUCATIONAL DRINKING	
<b>Registration Number:</b>	4485210	HOPHEAD	
<b>Registration Number:</b>	4485208	H HOPHEAD	
<b>Serial Number:</b>	87502427	HOTALING INTERNATIONAL SPIRITS COMPANY	
<b>Serial Number:</b>	87529545	HOTALING DISTILLERY	
<b>Serial Number:</b>	87431597	OLD KIRK	
<b>Serial Number:</b>	87502436	POTRERO DISTILLING COMPANY	
<b>Serial Number:</b>	87431591	A.P. HOTALING	
<b>Serial Number:</b>	87431599	J.H. CUTTER	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 2082108

**Fax Number:** 8009144240

***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:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
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<b>SIGNATURE:</b>	/Gloria Sheehan/
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<b>DATE SIGNED:</b>	01/03/2018
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**Total Attachments: 8**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

**ANCHOR DISTILLING COMPANY, LLC**

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other: Limited Liability Company

Citizenship: CA

Execution Date(s) December 21, 2017

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: **BANK OF AMERICA, N.A.**

Internal Address: \_\_\_\_\_

Street Address: 333 S. Hope Street, Ste. 1300

City: Los Angeles

State: CA

Country: USA

Zip: 90071

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other  Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See attached Schedule 1

B. Trademark Registration No.(s) See attached Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: **17**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_
- b. Deposit Account Number \_\_\_\_\_  
Authorized User Name: \_\_\_\_\_

9. Signature: *Gloria Sheehan*

Signature

January 2, 2018

Date

Gloria Sheehan  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. **8**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop A

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of December 21, 2017, is made by **ANCHOR DISTILLING COMPANY, LLC**, a California limited liability company ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among Grantor and Lender.

**WHEREAS**, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

**WHEREAS**, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral");

(a) the Trademarks and Trademark applications set forth on Schedule I hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

*[Signature page follows]*

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

**GRANTOR:**

**ANCHOR DISTILLING COMPANY, LLC**, as  
Grantor

By: 

Name: Dennis Carr

Title: President and CEO

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006241 FRAME: 0635**

AGREED TO AND ACCEPTED:

**BANK OF AMERICA, N.A. ,**  
as Lender

By:           *Steven Blumley*          

Name: *SVP*

Title: Authorized Signatory

*{Signature Page to Trademark Security Agreement}*

**SCHEDULE 1**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark/Description</b>
74699663	2082108	OLD POTRERO (Typed drawing: label)
75447445	2212014	A. H. HIRSCH (Typed drawing: label)
75447447	2219013	HIRSCH SELECTION
75447638	2219014	HIRSCH SELECTION
75447805	2215627	HIRSCH (Typed drawing: label)
77846806	3809888	OLD POTRERO
78689753	3183090	HIRSCH
78787610	3341555	HOTALING
86552936	4886939	EDUCATIONAL DRINKING
86012534	4485210	HOPHEAD
86012523	4485208	H HOPHEAD
N/A	87502427 (Application No.)	HOTALING INTERNATIONAL SPIRITS COMPANY
N/A	87529545 (Application No.)	HOTALING DISTILLERY
N/A	87431597 (Application No.)	OLD KIRK
N/A	87502436 (Application No.)	POTRERO DISTILLING COMPANY
N/A	87431591 (Application No.)	A.P. HOTALING
N/A	87431599 (Application No.)	J.H. CUTTER
N/A	404087	OLD POTRERO (EU Mark)

[Trademark Security Agreement]



**EXHIBIT A**  
**SPECIAL POWER OF ATTORNEY – TRADEMARKS**

**KNOW ALL MEN BY THESE PRESENTS**, that ANCHOR DISTILLING COMPANY, LLC (“Grantor”) hereby appoints BANK OF AMERICA, N.A. (“Lender”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Patent Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of December 21, 2017.

[Signature Page Follows]

[Trademark Security Agreement]

**GRANTOR:**

**ANCHOR DISTILLING COMPANY, LLC, as  
Grantor**

By: \_\_\_\_\_

Name:

Title:

[Special Power of Attorney to Trademark Security Agreement]