

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Liquors LP		06/29/2018	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3795370	TRUST TWINS	
Registration Number:	3365427	TWIN DEALS	
Registration Number:	3365375	DOUBLE VALUE DAILY	
Registration Number:	3365347	AUTHENTICALLY AUSTIN	
Serial Number:	87413394	AUTHENTICALLY TEXAS TL	
Serial Number:	87413445	AUTHENTICALLY TEXAN TL	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	rjackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 TRAVIS		
Address Line 2:	SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0050100.03131		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		

OP \$165.00 3795370

DATE SIGNED:	07/20/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 29, 2018, is by and between TWIN LIQUORS LP, a Texas limited partnership, whose address is 5639 Airport Blvd., Austin, Texas 78751, Attention: Todd Wehner, Chief Financial Officer ("Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, 2200 Ross Avenue, 9th Floor, TX1-2921, Dallas, Texas 75201, Attention: Credit Risk Director ("Secured Party").

WHEREAS, Secured Party, Debtor and other Loan Parties thereto have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Secured Party, Debtor and the other Loan Parties thereto have entered into an Amended and Restated Security Agreement of even date herewith (as said Amended and Restated Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the General Security Agreement):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

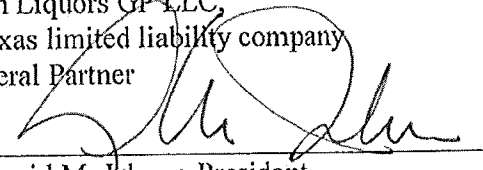
2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

TWIN LIQUORS LP,
a Texas limited partnership

By: Twin Liquors GP LLC,
a Texas limited liability company
General Partner

By: 
David M. Jabour, President

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 - Trademarks

*Signature Page(s) to
Trademark Security Agreement*

**TRADEMARK
REEL: 006386 FRAME: 0723**

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

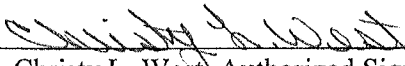
TWIN LIQUORS LP,
a Texas limited partnership

By: Twin Liquors GP LLC,
a Texas limited liability company
General Partner

By: _____
David M. Jabour, President

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: 
Christy L. West, Authorized Signatory

Attachment:

Schedule 1 - Trademarks

*Signature Page(s) to
Trademark Security Agreement*

**TRADEMARK
REEL: 006386 FRAME: 0724**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Trust Twins	June 1, 2010	3795370
Twin Deals	January 8, 2008	3365427
Double Value Daily	January 8, 2008	3365375
Authentically Austin	January 8, 2008	3365347

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Authentically Texas TL	April 17, 2017	87413394
Authentically Texan TL	April 17, 2017	87413445

Schedule 1 to Trademark Security Agreement

America:0050100/03131:69416390v2

RECORDED: 07/20/2018

**TRADEMARK
REEL: 006386 FRAME: 0725**