

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIGHTY SWELL COCKTAIL COMPANY, LLC		06/08/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Citromax Group, Inc.		
Street Address:	444 WASHINGTON AVENUE		
City:	CARLSTADT		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6840969	KEEP IT WEIRD	
Registration Number:	6236605	MIGHTY SWELL	
Registration Number:	5198826	RIDE THE WAVE	
Registration Number:	6606786	S	
CORRESPONDENCE DATA			
Fax Number:	6157426200		
<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:	(615) 742-6200		
Email:	trademarks@bassberry.com		
Correspondent Name:	Bass Berry & Sims		
Address Line 1:	150 Third Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	130945.0100		
NAME OF SUBMITTER:	Vicky Bantug		
SIGNATURE:	/Vicky Bantug/		
DATE SIGNED:	06/12/2023		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 8, 2023, (this “**Agreement**”), between Mighty Swell Cocktail Company, LLC, a Texas limited liability company (the “**Grantor**”) and Citromax Group, Inc., a New Jersey corporation (together with its successors and permitted assigns, the “**Lender**”).

Reference is made to that certain Senior Secured Credit, Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Credit Agreement**”), among the Grantor, the Borrower party thereto, the Guarantors party thereto and the Lender, pursuant to which the Lender has extended credit to the Borrower subject to the terms and conditions set forth therein. Consistent with the requirements set forth in the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

SECTION 2. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Credit Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Lender, its successors and assigns, a continuing security interest in all of its right, title or interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all trademarks, including those trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

provided that Trademark Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed.

SECTION 3. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.


SECTION 4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

SECTION 5. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Documents to be kept and performed by Borrower and the other Loan Parties are by this reference hereby made part of this Agreement to the same extent and with the same force and effect as if they were fully set forth in this Agreement, and the Grantor covenants and agrees to keep and perform the same, or cause the same to be kept and performed, in accordance with their terms.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MIGHTY SWELL COCKTAIL COMPANY, LLC,
as Grantor

By: 
Name: Jeana Harrington
Title: Chief Executive Officer, Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008097 FRAME: 0730

CITROMAX GROUP, INC.

By: Henry Rosenberg

Name: Henry Rosenberg


Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008097 FRAME: 0731

SCHEDULE I

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
KEEP IT WEIRD	6840969	September 6, 2022
MIGHTY SWELL	6236605	January 5, 2021
RIDE THE WAVE	5198826	May 9, 2017
 Design plus letters	6606786	January 4, 2022

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