

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420539

<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>
Chatham Imports, Inc.		09/13/2016	Corporation: NEW YORK
<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: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3149794	OZ SELECT RESERVE OZWELL AUSTRALIAN VINT	
<b>Registration Number:</b>	2789712	OZ	
<b>Registration Number:</b>	2783126	OZWELL AUSTRALIAN VINTNERS	
<b>Registration Number:</b>	2633393	PORTA DEL SOLE	
<b>Registration Number:</b>	3871604	FARMER'S BOTANICAL	
<b>Registration Number:</b>	3829294	FARMER'S	
<b>Registration Number:</b>	3706927	FLYING PIANO	
<b>Registration Number:</b>	2533008	VEGA ALTA	
<b>Registration Number:</b>	2217412	CHATEAU ST. CYR	
<b>Registration Number:</b>	2158370	NEW YORK'S CRAFT-BREW NEW AMSTERDAM NY	
<b>Registration Number:</b>	2085096	NY	
<b>Registration Number:</b>	2108421	NEW YORK AMBER	
<b>Registration Number:</b>	2108420	NEW YORK ALE	
<b>Registration Number:</b>	1863303	LA MONICA	
<b>Registration Number:</b>	1844630		
<b>Registration Number:</b>	1784346	NEW AMSTERDAM	
<b>Registration Number:</b>	1763788	CRAFT BREWED NO PRESERVATIVES	
<b>Registration Number:</b>	1759225	SANTA MARINA	

OP \$1440.00 3149794

Property Type	Number	Word Mark
Registration Number:	1754598	CHATEAU ST. CYR
Registration Number:	1729719	FORO
Registration Number:	1601277	CASTANEDA
Registration Number:	1593333	
Registration Number:	1613171	
Registration Number:	1510361	NEW AMSTERDAM
Registration Number:	1264433	CHATHAM
Registration Number:	0670001	ROMANOFF
Registration Number:	0977853	CROWN STERLING
Registration Number:	0968810	SAMBUCA DI TREVI
Registration Number:	4139611	ORGANIC BALANCE
Registration Number:	4867415	BOMBERGER'S DECLARATION
Registration Number:	4804376	FLYING POINT
Registration Number:	4859033	FORO
Registration Number:	4460893	ROMANOFF VODKA
Registration Number:	4700316	SHENK'S HOMESTEAD
Serial Number:	86199190	UNCLE EDDY'S
Serial Number:	86199185	RUFFINGS
Serial Number:	86489161	ALTA DE ALMA
Serial Number:	86857209	BELLE REGÉNCIE
Serial Number:	86489234	LITTLE COBB ROAD
Serial Number:	86832020	SCOTTISH DEW
Serial Number:	85959153	GIAN PAOLO
Serial Number:	87009407	ANTOINE CLOUTIER
Serial Number:	86832011	BOMBERGER'S DECLARATION DISTILLERY
Serial Number:	85799233	BOMBERGER'S DISTILLERY
Serial Number:	85893044	BUBBA'S SECRET
Serial Number:	87009410	CLOUTIER
Serial Number:	85904541	CÔTE TOPEZ
Serial Number:	85859193	CÔTE TROPHÉE
Serial Number:	86960524	HISTÓRICO EDAD DE GRANDEZA Y VALOR
Serial Number:	86499451	IT'S ALL ABOUT THE WHISKEY
Serial Number:	86717310	PORRÓN ZAGUJA
Serial Number:	85619251	ROBERT INDIANA
Serial Number:	86832013	SHENK'S HOMESTEAD DISTILLERY
Serial Number:	85839986	SHENK'S REVOLUTION
Serial Number:	85754989	STRADA VIA DI MODA
Serial Number:	86489238	TIKVA

Property Type	Number	Word Mark
Serial Number:	86489242	TIKVAH

**CORRESPONDENCE DATA**

**Fax Number:** 8883259116

*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.*

**Email:** jessica.davis@lockelord.com

**Correspondent Name:** Jessica Davis

**Address Line 1:** 2800 Financial Plaza

**Address Line 2:** Locke Lord LLP

**Address Line 4:** Providence, RHODE ISLAND 02903

<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: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 13, 2016 and is between Chatham Imports, Inc., a New York 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 Grantor, Quaker Equities Ltd. ("Quaker"), and Brescome Barton Inc. ("Brescome"), and collectively with the Grantor and Quaker, the "Borrowers"), the Loan Guarantors (as defined in the Credit Agreement) 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:

CHATHAM IMPORTS, INC.

By:   
Name: *Felix Durante*  
Title: *Secretary*

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:

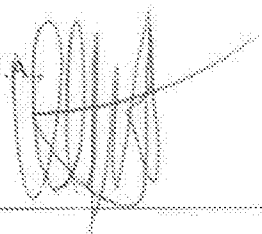
CHATHAM IMPORTS, INC.

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

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name: Daniel Stumpfel  
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>
Chatham Imports, Inc.	OZ SELECT RESERVE OZWELL AUSTRALIAN VINTERS SOUTH EASTERN AUSTRALIA and Design 	3149794	9/26/2006
Chatham Imports, Inc.	OZ	2789712	12/2/2003
Chatham Imports, Inc.	OZWELL AUSTRALIAN VINTNERS	2783126	11/11/2003
Chatham Imports, Inc.	PORTA DEL SOLE	2633393	10/8/2002
Chatham Imports, Inc.	FARMER'S BOTANICAL	3871604	11/2/2010
Chatham Imports, Inc.	FARMER'S	3829294	8/3/2010
Chatham Imports, Inc.	FLYING PIANO	3706927	11/3/2009
Chatham Imports, Inc.	VEGA ALTA	2533008	1/22/2002
Chatham Imports, Inc.	CHATEAU ST. CYR	2217412	1/12/1999
Chatham Imports, Inc.	NEW YORK'S CRAFT-BREW NEW AMSTERDAM NY and Design 	2158370	5/19/1998
Chatham Imports, Inc.	NY and Design 	2085096	7/29/1997
Chatham Imports, Inc.	NEW YORK AMBER	2108421	10/28/1997
Chatham Imports, Inc.	NEW YORK ALE	2108420	10/28/1997
Chatham Imports, Inc.	LA MONICA	1863303	11/15/1994
Chatham Imports, Inc.	Design 	1844630	7/12/1994



Name of Obligor	Trademark	Registration Number	Registration Date
Chatham Imports, Inc.	NEW AMSTERDAM and Design 	1784346	7/27/1993
Chatham Imports, Inc.	CRAFT BREWED NO PRESERVATIVES and Design 	1763788	4/6/1993
Chatham Imports, Inc.	SANTA MARINA	1759225	3/16/1993
Chatham Imports, Inc.	CHATEAU ST. CYR	1754598	2/23/1993
Chatham Imports, Inc.	FORO	1729719	11/3/1992
Chatham Imports, Inc.	CASTAÑEDA and Design 	1601277	6/12/1990
Chatham Imports, Inc.	Design 	1593333	4/24/1990
Chatham Imports, Inc.	Design of bottles, jars or flasks 	1613171	9/11/1990
Chatham Imports, Inc.	NEW AMSTERDAM	1510361	10/25/1988
Chatham Imports, Inc.	CHATHAM	1264433	1/17/1984
Chatham Imports, Inc.	ROMANOFF	670001	11/18/1958
Chatham Imports, Inc.	CROWN STERLING	977853	1/29/1974
Chatham Imports, Inc.	SAMBUCA DI TREVI	968810	9/18/1973
Chatham Imports, Inc.	ORGANIC BALANCE	4139611	5/8/2012
Chatham Imports, Inc.	BOMBERGER'S DECLARATION	4867415	12/8/2015
Chatham Imports, Inc.	FLYING POINT	4804376	9/1/2015
Chatham Imports, Inc.	FORO	4859033	11/24/2015

Name of Obligor	Trademark	Registration Number	Registration Date
Chatham Imports, Inc.		4460893	1/7/2014
Chatham Imports, Inc.	SHENK'S HOMESTEAD	4700316	3/10/2015

UNITED STATES TRADEMARK APPLICATIONS

Name of Obligor	Trademark Application	Application Serial Number	Application Filing Date
Chatham Imports, Inc.	UNCLE EDDY'S	86/199190	2/20/2014
Chatham Imports, Inc.	RUFFINGS	86/199185	2/20/2014
Chatham Imports, Inc.	ALTA DE ANIMA	86/489161	12/23/2014
Chatham Imports, Inc.	BELLE REGÉNCIE	86/857209	12/22/2015
Chatham Imports, Inc.	LITTLE COBB ROAD	86/489234	12/23/2014
Chatham Imports, Inc.	SCOTTISH DEW	86/832020	11/25/2015
Chatham Imports, Inc.	GIAN PAOLO	85/959153	6/13/2013
Chatham Imports, Inc.	ANTOINE CLOUTIER	87/009407	4/21/2016
Chatham Imports, Inc.	BOMBERGER'S DECLARATION DISTILLERY	86/832011	11/25/2015
Chatham Imports, Inc.	BOMBERGER'S DISTILLERY	85/799233	12/10/2012
Chatham Imports, Inc.	BUBBA'S SECRET	85/893044	4/2/2013
Chatham Imports, Inc.	CLOUTIER	87/009410	4/21/2016
Chatham Imports, Inc.	CÔTE TOPEZ	85/904541	4/15/2013
Chatham Imports, Inc.	CÔTE TROPHÉE	85/859193	2/25/2013
Chatham Imports, Inc.	HISTÓRICO EDAD DE GRANDEZA Y VALOR	86/960524	3/31/2016
Chatham Imports, Inc.	IT'S ALL ABOUT THE WHISKEY	86/499451	1/9/2015
Chatham Imports, Inc.	PORRÓN ZAGUJA	86/717310	8/6/2015
Chatham Imports, Inc.	ROBERT INDIANA	85/619251	5/8/2012
Chatham Imports, Inc.	SHENK'S HOMESTEAD DISTILLERY	86/832013	11/25/2015
Chatham Imports, Inc.	SHENK'S REVOLUTION	85/839986	2/4/2013
Chatham Imports, Inc.	STRADA VIA DI MODA	85/754989	10/16/2012
Chatham Imports, Inc.	TIKVA	86/489238	12/23/2014
Chatham Imports, Inc.	TIKVAH	86/489242	12/23/2014