

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425699

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|---|-------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goody Goody Liquor, Inc. | | 04/20/2017 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 2200 Ross Avenue, 9th floor | | |
| Internal Address: | TX-1-2921 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | national banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3114006 | BEST POUR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142207716 | | |
| <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: | 214-661-7324 | | |
| Email: | sbertino@velaw.com | | |
| Correspondent Name: | Shannon Bertino | | |
| Address Line 1: | 2001 Ross Avenue, Suite 3700 | | |
| Address Line 2: | c/o Vinson & Elkins LLP | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | CHA715/29011 | | |
| NAME OF SUBMITTER: | Shannon Bertino | | |
| SIGNATURE: | /Shannon Bertino/ | | |
| DATE SIGNED: | 05/01/2017 | | |
| Total Attachments: 5 | | | |
| source=Trademark Security Agreement - JPM - Goody Goody (April 2017) Executed#page1.tif | | | |
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OP \$40.00 3114006

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 20, 2017, is entered into by **GOODY GOODY LIQUOR, INC.**, a Texas corporation (“**Grantor**”) and **JPMORGAN CHASE BANK, N.A.**, as lender (the “**Lender**”). Capitalized terms not otherwise defined herein have the meanings set forth in the Amended and Restated Pledge and Security Agreement dated as of April 20, 2017, among Grantor, certain subsidiaries of Grantor from time to time party thereto and the Lender (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Lender in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 (“**Secured Trademarks**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Lender hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to the Lender, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Lender may modify this Agreement, after obtaining Grantor’s approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT

CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Lender and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Lender given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

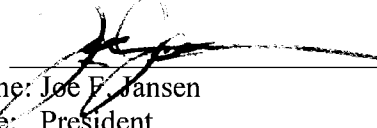
5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

GOODY GOODY LIQUOR, INC.,
a Texas corporation

By: 
Name: Joe F. Jansen
Title: President

JPMORGAN CHASE BANK, N.A.,
as Lender

By: *Jennifer Heard*
Name: Jennifer Heard
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – GOODY GOODY LIQUOR, INC.]

TRADEMARK
REEL: 006045 FRAME: 0204

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS:

| Owner | Description | Registration Number | Country | Registration Date |
|--------------------------|--------------------|----------------------------|----------------|--------------------------|
| Goody Goody Liquor, Inc. | BEST POUR | 3114006 | USA | July 11, 2006 |

II. TRADEMARK APPLICATIONS:

None pending.