

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WhistlePig LLC		06/04/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	50 Rowes Wharf		
Internal Address:	2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5380501		
Serial Number:	87687446	WP	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011745-0006		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	06/08/2018		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of June 4, 2018 by WhistlePig LLC, a Delaware limited liability company (“Grantor”), to and with JPMorgan Chase Bank, N.A. (the “Lender”).

RECITALS

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), between Grantor, as borrower and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to Grantor.

WHEREAS Grantor has executed and delivered to the Lender a Security Agreement dated as of March 28, 2017 (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “Security Agreement”) by and between Grantor and the Lender, pursuant to which Grantor granted to the Lender a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined in the Security Agreement), 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 Secured Obligations (as defined in the Security Agreement) of the Grantor under the Credit Agreement.

WHEREAS Grantor and the Lender contemplate and intend that the Lender 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Grantor hereby agrees as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. Grant of Security Interest in Trademarks. As security for the Secured Obligations, Grantor hereby grants to the Lender, a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and

all goodwill associated with or symbolized by any of such Trademarks (the “Trademark Collateral”).

3. Security for Secured 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 Secured Obligations.

4. Incorporation by Reference. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

5. Recordation. Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

8. Supplemental Grant. This Supplemental Trademark Security Agreement is a supplemental filing to that certain Trademark Security Agreement, dated March 28, 2017, recorded on March 28, 2017 with the United States Patent and Trademark Office at Reel 6020, Frame 0907.

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IN WITNESS WHEREOF the parties hereto have caused this Trademark Security Agreement to be duly executed as a sealed instrument by their duly authorized representatives an as of the day and year first above written.

WHISTLEPIG, LLC

By 

Name: _____

Title: _____

Max N Roberts

CEO

JPMORGAN CHASE BANK, N.A.

By: Stacy Benham
Name: Stacy Benham
Title: Vice President

[Trademark Security Agreement]

EXHIBIT A

INTELLECTUAL PROPERTY RIGHTS

PATENTS

None.

PATENT APPLICATIONS

None.

REGISTERED TRADEMARKS

Trademark	Registration Number	Owner	Registration Date
WHISTLEPIG	4316859	WhistlePig, LLC	04/09/2013
WHISTLEPIG WHISKEY	3926689	WhistlePig, LLC	03/01/2011
WELCOME TO THE GOLDEN AGE OF WHISKEY	5123905	WhistlePig, LLC	01/17/2017
AMERICAN BOLDNESS MEETS EUROPEAN ELEGANCE	5123904	WhistlePig, LLC	01/17/2017
THE BOSS HOG	5008042	WhistlePig, LLC	07/26/2016
FARMSTOCK	5247693	WhistlePig, LLC	07/18/2017
TRIPLE TERROIR	5449182	WhistlePig, LLC	04/17/2018
"SMOKING PIG" DESIGN LOGO	5380501	WhistlePig, LLC	01/16/2018

TRADEMARK APPLICATIONS

Trademark	Serial Number	Owner	Application Filing Date
THE MORTIMER	87156921	WhistlePig, LLC	12/13/2016
FARM STOCK	87115211	WhistlePig, LLC	07/25/2016
THE SPIRIT OF MORTIMER	87156961	WhistlePig, LLC	08/31/2016
"WP" BOTTLE DESIGN	87687446	WhistlePig, LLC	11/16/2017