

900464744 09/04/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM488543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ole Smoky Distillery, LLC		08/31/2018	Corporation: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	101 North Tryon Street
<b>Internal Address:</b>	One Independent Center
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Banking Association: DELAWARE

*limited liability company*

**PROPERTY NUMBERS Total: 65**

Property Type	Number	Word Mark
Registration Number:	4724295	PARTY IN A JAR
Registration Number:	4512475	
Registration Number:	4516251	
Registration Number:	4512476	
Registration Number:	4512477	
Registration Number:	4512478	
Registration Number:	4512479	
Registration Number:	4512497	
Registration Number:	4523264	
Registration Number:	4602411	
Registration Number:	4523265	
Registration Number:	4523266	
Registration Number:	4614470	PASS THE JAR
Registration Number:	4511634	DAVY CROCKETTS
Registration Number:	4561131	WHISKEY OF THE WILD FRONTIER
Registration Number:	4641922	DAVY CROCKETTS TENNESSEE MUD
Registration Number:	4622065	TENNESSEE WILDFIRE
Registration Number:	4653214	FIRE TOWER

OP \$1640.00 4724295

Property Type	Number	Word Mark
Registration Number:	4069788	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	4069789	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	3895189	OLE SMOKY
Registration Number:	4136677	SHINE RESPONSIBLY
Registration Number:	4463143	OLE SMOKY MOONSHINE CHERRIES
Registration Number:	4477397	OLE SMOKY TENNESSEE MOONSHINE MOONSHINE
Registration Number:	4573519	CHARRED MOONSHINE
Registration Number:	4701536	SHINE NOG
Registration Number:	5111844	OLE SMOKY MOONSHINE
Registration Number:	4565647	
Registration Number:	4565648	
Registration Number:	5110152	THE HOLLER
Registration Number:	4627856	
Registration Number:	5087975	OLE SMOKY BLUE FLAME MOONSHINE
Registration Number:	4899655	
Registration Number:	4981240	128
Registration Number:	4925464	HUNCH PUNCH LIGHTNIN'
Registration Number:	5087972	OLE SMOKY MOONSHINE PEACHES
Registration Number:	5087981	OLE SMOKY WHISKEY
Registration Number:	5087982	TENNESSEE MOUNTAIN WHISKEY
Registration Number:	5087832	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	4927170	C'MON LIVE A LITTLE
Registration Number:	5205732	SNOW CREAM MOONSHINE
Registration Number:	5375776	OLE SMOKY TENNESSEE MUD MOONSHINE
Registration Number:	5351165	OLE SMOKY SPIKED APPLE MOONSHINE
Registration Number:	5014957	TENNESSEE MUD
Registration Number:	5201446	MOUNTAIN JAVA
Registration Number:	5141733	OLE SMOKY
Registration Number:	5326010	PEPPERMINT PATTY WHISKEY
Registration Number:	5434991	SHINE ON DRAFT
Registration Number:	5401629	OUTSIDERS FARRELL SHINE
Registration Number:	5401727	SOME BEACH CREAM LIQUEUR
Registration Number:	4993929	PASS THE JAR
Registration Number:	5141616	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	5029462	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	4106507	OLE SMOKY
Registration Number:	5501669	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	5088037	C'MON LIVE A LITTLE

Property Type	Number	Word Mark
Registration Number:	4096942	OLE SMOKY
Registration Number:	5501671	OLE SMOKY TENNESSEE MOONSHINE
Registration Number:	5251764	C'MON LIVE A LITTLE
Registration Number:	4088878	OLE SMOKY
Registration Number:	4580363	OLE SMOKY
Registration Number:	4106515	OLE SMOKY
Registration Number:	4092396	OLE SMOKY
Registration Number:	4180903	OLE SMOKY
Registration Number:	4394074	OLE SMOKY

**CORRESPONDENCE DATA**

**Fax Number:** 4235081232

*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.*

**Phone:** 423-757-0232

**Email:** ccharniak@chamblisslaw.com

**Correspondent Name:** Paul S. Weidlich

**Address Line 1:** 605 Chestnut Street

**Address Line 2:** Suite 1700

**Address Line 4:** Chattanooga, TENNESSEE 37450

<b>NAME OF SUBMITTER:</b>	Paul S. Weidlich
<b>SIGNATURE:</b>	/Paul S. Weidlich/
<b>DATE SIGNED:</b>	09/04/2018

**Total Attachments: 19**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into this 31 day of August, 2018, by OLE SMOKY DISTILLERY, LLC, a Tennessee limited liability company having an office at 236 E. Main Street, #136, Sevierville, Tennessee 37862-3531 ("Assignor"), and BANK OF AMERICA, N.A. ("Assignee").

### WITNESSETH:

WHEREAS, Assignee is making a loan to Assignor in the principal amount of \$3,000,000 pursuant to a Loan Agreement of even date herewith between Assignor and Assignee (the "Loan Agreement"); and

WHEREAS, Assignee has required as a condition to the loan that Assignor execute and deliver to Assignee this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. As used herein, the following terms shall have the indicated meanings:

"Event of Default" shall mean an event of default under Section 8 of the Loan Agreement.

"Obligations" means and includes (i) all indebtedness of Assignor to Assignee evidenced by the Loan Agreement, together with all indebtedness created or incurred under any extension, renewal, refinancing or refunding of such indebtedness in whole or in part (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Assignor), (ii) all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Assignee in the collection or attempted collection of any indebtedness included in the Obligations, and in the administration of the Obligations, and (iii) all future advances made by the Assignee for the maintenance, preservation, protection or enforcement of, or realization upon, the property subjected and intended to be subjected to the lien and security interest created pursuant to this Agreement.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement.

2. Security Interests in Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants to Assignee, as and by way of a security interest having priority over all other security interests, with power of sale and license upon the occurrence and during the continuation of an Event of Default, all of the Assignor's:

- i. now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto or derived therefrom, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Assignor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items

described in clauses (a)-(d) in this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"; and

ii. rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Assignor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements listed on Schedule B attached hereto, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, and Assignor further agrees that, without Assignee's prior written consent, it will not take any action, permit any action to be taken by others, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Assignee under this Agreement or the rights associated with those Trademarks or Licenses.

4. Covenants and Warranties. Assignor represents and warrants that to the best of Assignor's knowledge: (i) no other liens, claims or security interests have been granted by Assignor to any other person in such Trademarks and Licenses, (ii) each Trademark is subsisting, has not been adjudged invalid or unenforceable in whole or in part, and is not currently being challenged in any way; (iii) no Trademark has lapsed or expired; (iv) no claim has been made that the use of any Trademark constitutes an infringement of any other trademark or service mark, and no claim has been made that any Trademark is being or has been infringed by others, other than as disclosed to Assignee; and (v) Assignor has the right to enter into this Agreement and perform its terms.

5. Royalties. Assignor hereby agrees that the use by Assignee of the Trademarks and Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 13 shall be coextensive with the Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Assignee to Assignor.

6. Further Assignments and Security Interests. Assignor agrees not to sell or assign its interest in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Assignee, which consent will not be unreasonably withheld.

7. Termination of Assignee's Security Interest. This Agreement is made for collateral security purposes only. Upon payment and satisfaction in full of all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor, at Assignor's expense, all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in the Trademarks and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any trademark or service mark application until the Obligations shall have been paid in full, and (ii) to preserve, maintain and enforce against infringement all rights in trademark and service mark applications and the Trademarks. The Assignor further agrees (a) not to abandon any Trademark or License without the prior written consent of Assignee and (b) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Assignor.

9. Assignee's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default has not been waived, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all

proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9 (including, without limitation, reasonable fees and expenses of attorneys for Assignee).

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. None of the undertakings, agreements, warranties, covenants and representations of the Assignor contained in this Agreement shall be deemed to have been suspended or waived by Assignee unless such suspension or waiver is in writing signed by an officer of Assignee and directed to Assignor specifying such suspension or waiver.

11. Severability. If any provision of this Agreement is found to be legally invalid or unenforceable: (i) the validity and enforceability of the remainder of this Agreement shall not be affected, (ii) such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and (iii) such provision shall be valid, enforceable and enforced in its modified form.

12. Modification. This Agreement cannot be altered, amended or modified in any way except by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Trademarks and the Licenses established hereby, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee, after the occurrence of an Event of Default and so long as such Event of Default has not been waived, cured or otherwise ceases to exist, and after the provision by Assignee of written notice to Assignor, to (i) make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to endorse Assignor's name on all documents, papers and instruments necessary or desirable for Assignee in the use of the Trademarks or the Licenses, (ii) take any other actions with respect to the Trademarks or the Licenses, as Assignee deems in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be enforced.

14. Successors or Assigns. This Agreement shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees and assigns. The Assignor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign or all of the Assignor; provided, however, that the Assignor shall not voluntarily assign or transfer its rights or obligations hereunder without Assignee's prior written consent.

15. Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Tennessee and applicable federal law.

16. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Loan Agreement.

17. Assignee's Duty. Assignee shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Assignee shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Assignor and added to the Obligations secured hereby.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

(Signature page follows)

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

**ASSIGNEE:**

BANK OF AMERICA, N.A.

By: Andy Martin, SVP  
Andy Martin, Senior Vice President

**ASSIGNOR:**








OLE SMOKY DISTILLERY, LLC







By: John Robert Hall  
John Robert Hall, Manager

*[Trademark Security Agreement Signature Page]*







**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**


Mark	Goods & Services	Serial #	Registration Number
PARTY IN A JAR	33 - Distilled Spirits	85/879,321	4,724,295
Miscellaneous Design (corn) 	33 - Distilled Spirits	85/909,721	4,512,475
Miscellaneous Image (lightning bolt) 	33 - Distilled Spirits	85/912,954	4,516,251
Miscellaneous Image (cherries) 	33 - Distilled Spirits	85/909,730	4,512,476
Miscellaneous Image (peach) 	33 - Distilled Spirits	85/909,747	4,512,477
Miscellaneous Image (apple) 	33 - Distilled Spirits	85/909,758	4,512,478
Miscellaneous Image (blackberry) 	33 - Distilled Spirits	85/909,769	4,512,479
Miscellaneous Image (blueberries) 	33 - Distilled Spirits	85/912,960	4,512,497


Miscellaneous Image (grapes)		33 - Distilled Spirits	85/912,969	4,523,264
Miscellaneous Image (fruit picture)		33 - Distilled Spirits	85/912,978	4,602,411
Miscellaneous Image (lemon)		33 - Distilled Spirits	85/912,992	4,523,265
Miscellaneous Image (strawberry)		33 - Distilled Spirits	85/913,005	4,523,266
PASS THE JAR (class 33)		33 - Distilled Spirits	85/832,235	4,614,470
DAVY CROCKETTS		33 - Distilled Spirits	85/732,836	4,511,634
WHISKEY OF THE WILD FRONTIER		33 - Distilled Spirits	85/877,588	4,561,131
DAVY CROCKETTS TENNESSEE MUD		33 - Distilled Spirits	85/894,017	4,641,922
TENNESSEE WILDFIRE		33 - Distilled Spirits	85/972,777	4,622,065
FIRE TOWER		33 - Spirits	85/561,799	4,653,214
OLE SMOKY TENNESSEE MOONSHINE (class 33)		33 - Alcoholic beverages except beers	85/216,538	4,069,788
OLE SMOKY TENNESSEE MOONSHINE & Design		33 - Alcoholic beverages except beers	85/216,546	4,069,789
OLE SMOKY TENNESSEE MOONSHINE & Design		25 - Button down shirts; hats; jackets; scarves; short-sleeved or long-sleeved t-shirts; sweatshirts, tank tops; tops; visors 33 - Alcoholic beverages except beers	1657510	TMA992,104



OLE SMOKY (class 33)	33 - Alcoholic beverages, namely, whiskey distilled from corn mash, whiskey, and vodka ; Liquor	77/872,608	3,895,189
OLE SMOKY (class 33)	33 - Alcoholic beverages except beers	10077730	
SHINE RESPONSIBLY	33 - Alcoholic beverages except beers	85/244,125	4,136,677
OLE SMOKY MOONSHINE CHERRIES	33 - Alcoholic beverages containing fruit, namely, whisky and un-aged whisky containing cherries	85/433,217	4,463,143
OLE SMOKY TENNESSEE MOONSHINE MOONSHINE_CHERRIES	33 - Alcoholic beverages containing fruit, namely, whisky and un-aged whisky containing cherries	85/941,670	4,477,397
CHARRED MOONSHINE	33 - Alcoholic beverages except beers; Liquor	85/968,646	4,573,519
SHINE NOG	33 - Alcoholic beverages except beers	86/091,225	4,701,536
OLE SMOKY MOONSHINE	25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Scarves; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled spirits	86/105,183	5,111,844
OLE SMOKY MOONSHINE	25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Scarves; Short-sleeved shirts; Sweat shirts; Tank tops 33 - Distilled Spirits, namely, whiskey	1673949	TMA984,603
Miscellaneous Image (pineapple)	33 - Distilled Spirits	86/124,110	4,565,647



Miscellaneous Image (tea leaf) 	33 - Distilled Spirits	86/125,122	4,565,648
THE HOLLER	25 - Bandanas; Button down shirts; Hats; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops 33 - Distilled spirits	86/195,740	5,110,152
Device (Corn Logo) 	33 - Distilled Spirits	86/200,611	4,627,856
OLE SMOKY BLUE FLAME MOONSHINE	33 - Distilled Spirits	86/755,833	5,087,975
APPLE PIE MOONSHINE	33 - Alcoholic beverages except beers	10077729	10077729
Blue Flame Bottle	33 - Distilled Spirits	86/520,943	4,899,655
MOONSHINE CHERRIES	33 - Alcoholic beverages except beers	10077731	
128 BLUE FLAME LOGO 	33 - Distilled Spirits	86/657,901	4,981,240
HUNCH PUNCH LIGHTNIN'	33 - Distilled Spirits	86/608,513	4,925,464
OLE SMOKY MOONSHINE PEACHES	33 - Alcoholic beverages containing fruit; Distilled Spirits	86/755,493	5,087,972
OLE SMOKY WHISKEY	33 - Distilled Spirits; Whiskey	86/757,246	5,087,981
TENNESSEE MOUNTAIN WHISKEY	33 - Distilled Spirits; Whiskey	86/757,277	5,087,982
Ole Smoky Logo w/ the barrel top 	33 - Alcoholic beverages containing fruit; Distilled Spirits	86/729,780	5,087,832
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits	86/729,829	4,927,170
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruits, namely, moonshine and whiskey containing cherries or peaches; distilled spirit, namely, moonshine, and whiskey	1,762,752	TMA973,952







SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers.	86/864,615	5,205,732
OLE SMOKY TENNESSEE MUD MOONSHINE	33 - Flavored distilled spirits	86/803,212	5,375,776
OLE SMOKY SPIKED APPLE MOONSHINE	33 - Alcoholic beverages except beers	86/903,038	5,351,165
TENNESSEE MUD	33 - Alcoholic beverages except beers	86/919,873	5,014,957
MOUNTAIN JAVA 	33 - Alcoholic beverages except beers; Distilled Spirits	86/974,478	5,201,446
OLE SMOKY (Class 33)	33 - Alcoholic beverages except beers	87/100,397	5,141,733
OLE SMOKY	25 - Short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, stocking hats, scarves, and visors. 33 - Alcoholic beverages except beers	1,793,932	TMA983,985
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, stocking hats, scarves, and visors	1222050	1247846
OLE SMOKY	33 - Alcoholic beverages except beers	1222052	1249054
OLE SMOKY	25 - Short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, stocking hats, scarves, and visors. 33 - Alcoholic beverages except beers	303887425	303887425
PEPPERMINT PATTY WHISKEY	33 - Alcoholic beverages except beers	87/199,278	5,326, 010
SHINE ON DRAFT	43 - Bar services	87/194,040	5,434,991

TENNESSEE DEW	33 - Alcoholic beverages except beers; all being products of Tennessee, the United States of America.	304098772	304098772
OUTSIDERS FARRELL SHINE	33 - Alcoholic beverages, except beer	87/550,909	5,401,629
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits	1257866	1268468
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits	712037-2017/DSDIN DECOPI-PERU	256755
SOME BEACH CREAM LIQUEUR	33 - Alcoholic beverages, except beer	87/589,354	5,401,727
PASS THE JAR (class 25)	25 - shirts and short-sleeved shirts; tops	86/359,703	4,993,929
OLE SMOKY TENNESSEE MOONSHINE (class 25)	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts	87/098,492	5,141,616
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1793933	993878
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts	1222056	1249055
OLE SMOKY TENNESSEE MOONSHINE	33 - Alcoholic beverages except beers	1222060	1247847
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts. 33 - Alcoholic beverages except beers; all being products of Tennessee, the United States of America.	303889784	303889784
OLE SMOKY TENNESSEE MOONSHINE & Design 	25 - Button down shirts; Hats; Jackets; Scarves; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops; Visors	86/077,792	5,029,462
OLE SMOKY (class 32)	32 - Non-alcoholic bloody mary mix and cocktail mixes	85/165,855	4,106,507

<p>OLE SMOKY TENNESSEE MOONSHINE Smoky-Logo w/ the barrel top</p> 	<p>25 - Hats; Headwear; Shirts; Tops as clothing</p>	<p>87/668,204</p>	<p>5,501,669</p>
<p>C'MON LIVE A LITTLE (Class 21)</p>	<p>21 - Beverage glassware; Shot glasses</p>	<p>86/770,040</p>	<p>5,088,037</p>
<p>OLE SMOKY (class 25)</p>	<p>25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, stocking hats, scarves, and visors</p>	<p>85/165,868</p>	<p>4,096,942</p>
<p>OLE SMOKY TENNESSEE MOONSHINE Logo w/ Barrel Top</p> 	<p>21 - Shot glasses; Beverage glassware</p>	<p>87/668,242</p>	<p>5,501,671</p>
<p>C'MON LIVE A LITTLE</p>	<p>25 - Hats; Long-sleeved shirts; Shirts; Short-sleeved or long-sleeved t-shirts; Tops</p>	<p>86/794,723</p>	<p>5,251,764</p>
<p>OLE SMOKY (class 21)</p>	<p>21 - Mugs; Shot glasses; Reusable plastic and metal water bottles sold empty; Flasks; Insulated containers for beverage bottles and cans; Moonshine jugs and Glass jars</p>	<p>85/165,887</p>	<p>4,088,878</p>
<p>OLE SMOKY TENNESSEE MOONSHINE</p>	<p>25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers</p>	<p>1,307,762</p>	<p>1,793,749</p>

OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except ciders, perries, beers, vodka and vodka based alcoholic beverages.	1,307,762	1,307,762
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	1,307,762
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts, all the said products are designed in the United States of America. 33 - Alcoholic beverages except beers; all the said products are made in the United States of America.	1,307,762	1,307,762
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	1,307,762
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	1,307,762
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	
OLE SMOKY TENNESSEE MOONSHINE	25 - Hats; Shirts; Sweatshirts; Tank tops; Tops; Short-sleeved or long-sleeved t-shirts 33 - Alcoholic beverages except beers	1,307,762	



<p>OLE SMOKY TENNESSEE MOONSHINE &amp; Design</p> 	<p>25 - Button down shirts; Hats; Jackets; Scarves; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops; Visors. 33 - Alcoholic beverages except beers.</p>	<p>1,181,736</p>	<p>1,591,208</p>
<p>OLE SMOKY TENNESSEE MOONSHINE &amp; Design</p> 	<p>25 - Button down shirts; Hats; Jackets; Scarves; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops; Visors. 33 - Alcoholic beverages except beers.</p>		
<p>OLE SMOKY TENNESSEE MOONSHINE &amp; Design</p> 	<p>25 - Button down shirts; Hats; Jackets; Scarves; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops; Visors. 33 - Alcoholic beverages except beers.</p>		<p>1181736</p>
<p>OLE SMOKY TENNESSEE MOONSHINE &amp; Design</p> 	<p>25 - Button down shirts; Hats; Jackets; Scarves; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops; Visors. 33 - Alcoholic beverages except beers.</p>		
<p>OLE SMOKY TENNESSEE MOONSHINE &amp; Design</p> 	<p>25 - Button down shirts; Hats; Jackets; Scarves; Short-sleeved or long-sleeved t-shirts; Sweatshirts; Tank tops; Tops; Visors. 33 - Alcoholic beverages except beers.</p>		
<p>OLE SMOKY MOONSHINE</p>	<p>25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled Spirits</p>	<p>1,203,206</p>	<p>1,623,144</p>
<p>OLE SMOKY MOONSHINE</p> 	<p>25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled Spirits</p>		<p>1,203,206</p>

OLE SMOKY MOONSHINE	25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled Spirits		1,203,206
OLE SMOKY MOONSHINE	25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled Spirits		1,203,206
OLE SMOKY MOONSHINE	25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled Spirits		1,203,206
OLE SMOKY MOONSHINE	25 - Button down shirts; Hats; Jackets; Long-sleeved shirts; Short-sleeved shirts; Sweat shirts; Tank tops; Tops; Visors 33 - Distilled Spirits	International Registration No. 1,203,206	T1407945H
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits	1287987	1753130
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits		1,287,987
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits	1,287,987	1,287,987
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits		1,287,987
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits	2016-351741	1,287,987
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits	1,287,987	1732131
C'MON LIVE A LITTLE	33 - Alcoholic beverages containing fruit; Distilled Spirits	1,287,987	1037555
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	1780395
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	1,300,945
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	1,300,945
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	1854014

SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,9450	1,045,929
SNOW CREAM MOONSHINE	33 - Alcoholic beverages except beers	1,300,945	
MOUNTAIN JAVA	33 - Alcoholic beverages except beers; Distilled Spirits	1,306,447	1,791,987
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	1812777
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	1,321,196
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers		1,321,196
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	1,321,196
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	1,321,196
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	1,321,196
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	

OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	1056381
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	40201620756Q
OLE SMOKY	25 - short sleeve t-shirts, long sleeve t-shirts, sweatshirts, jackets, tops, button down shirts, tank tops, hats, visors 33 - Alcoholic beverages except beers	1,321,196	
TENNESSEE DEW	33 - Alcoholic beverages except beers, made in the United States of America		
TENNESSEE DEW	33 - Alcoholic beverages except beers		8-5-2018-001921018
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1858723
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1355311
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1,355,311
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1355311
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1355311
OLE SMOKY APPLEJACK BRANDY	33 - Brandy		
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1355311
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1355311
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits	1,355,311	1071287
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages, namely applejack brandy		1355311
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		40201713585S
OLE SMOKY APPLEJACK BRANDY	33 - Alcoholic beverages except beers; Distilled Spirits		1355311

OLE SMOKY (class 18)	18 - Leather and imitation leather wallets	85/166,513	4,580,363
BLUE FLAME MOONSHINE	33 - Distilled Spirits (moonshine)		
OLE SMOKY (class 6 & 20)	6 - metal key chains 20 - novelty signs made of wood	85/166,770	4,106,515
OLE SMOKY (class 18)	18 - Bags, namely, backpacks	85/976,008	4,092,396
OLE SMOKY (class 16)	16 - pencils; novelty signs made of cardboard; bumper stickers; note pads; merchandise bags	85/976,009	4,180,903
OLE SMOKY (Class 03)	3 - lip balm, lip gloss	85/979,660	4,394,074

SCHEDULE B  
TO  
TRADEMARK SECURITY AGREEMENT

NONE

03720\_00/1803/MTI-3410528\_3

RECORDED: 09/04/2018

**TRADEMARK**  
REEL: 006460 FRAME: 0181