

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACE OF SPADES HOLDINGS LLC		07/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4582828	A	
Registration Number:	4733892	ACE OF SPADES	
Registration Number:	3509214	ARMAND DE BRIGNAC	
Registration Number:	4456368	HANDMADE LUXURY, 250 YEARS IN THE MAKING	
Registration Number:	4841123	A	
Registration Number:	4841135	A	
Registration Number:	4844861	ARMAND DE BRIGNAC	
Registration Number:	4841048	ARMAND DE BRIGNAC	
Registration Number:	4850140	ARMAND DE BRIGNAC	
Registration Number:	5383182	A	
Registration Number:	5372803	LA VIE EN OR	
Registration Number:	5868978	ARMAND DE BRIGNAC CHAMPAGNE DEUX FLUTES	
Registration Number:	5803289	AA	
Serial Number:	87689126	LES JUMELLES D'ARMAND DE BRIGNAC	
Serial Number:	88490081	LA COLLECTION D'ARMAND DE BRIGNAC	
Serial Number:	88490063	ARMAND DE BRIGNAC CHAMPAGNE LA COLLECTIO	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 4582828

TRADEMARK

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: 212-238-3214
Email: SELWIN@EMMETMARVIN.COM
Correspondent Name: Sharon Elwin
Address Line 1: 120 Broadway, 32nd Floor
Address Line 2: Emmet, Marvin & Martin, LLP
Address Line 4: New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER: 1242644 TM

NAME OF SUBMITTER: Sharon Elwin

SIGNATURE: /Sharon Elwin/

DATE SIGNED: 07/20/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 14, 2020, by and between ACE OF SPADES HOLDINGS LLC, a Delaware limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, N.A., a lender party to the Credit Agreement referred to below (the "Lender").

WITNESSETH:

WHEREAS, Armand de Brignac Holdings LLC, as Borrower (the "Borrower"), the Grantor, as a Loan Guarantor (as defined in the Credit Agreement), and the Lender have entered into that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement" and such Credit Agreement together with the Holdings Security Agreement (as defined in the Credit Agreement) and all other Loan Documents (as defined in the Credit Agreement) and other agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which, among other things, the Lender may make loans and advances and provide other financial arrangements to the Borrower, subject to the terms and provisions of the Financing Agreements;

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement;

WHEREAS, the Grantor granted to Lender a security interest in certain of its personal property pursuant to the Financing Agreements;

WHEREAS, the Grantor owns all right, title, and interest in and to, among other things, certain United States trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to, those set forth on Exhibit 1 hereto (the "Trademarks"); and

WHEREAS, in order to secure the Secured Obligations (as defined in the Credit Agreement), the Grantor has agreed to grant to Lender a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Lender has requested that the Grantor enter into this Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Secured Obligations, and to induce Lender to make loans and advances to the Borrower, the Grantor hereby grants to Lender a security interest in the following property of Grantor:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any state of the United States of America and any foreign countries and localities;

(c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by the Grantor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the “Future Trademarks”);

(d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which the Grantor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks, and the use thereof; and

(h) all goodwill of the Grantor’s or Borrower’s business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the “Collateral.”

Notwithstanding anything herein to the contrary, the Collateral shall not include (i) any assets of the Grantor to the extent that and for so long as the grant of a security interest therein is prohibited by any applicable law of any Governmental Authority, and (ii) any of the Grantor’s rights or interests in any contract, lease, permit, license, charter or license agreement covering real or personal property of the Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or Lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement, provided that, the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is rendered unenforceable under Section 9-406, 9-407, 9-408 or 9-409 of the UCC or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit the security interest or Lien notwithstanding the prohibition or restriction on the pledge of such asset, license, contract or agreement to which the Grantor is a party. Notwithstanding the exclusions set forth in the paragraph above, such exclusions shall not include any proceeds, substitutions or replacements of such excluded Collateral.

The Grantor hereby covenants with Lender as follows:

1. Grantor’s Obligations. The Grantor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Lender shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Lender relating to the Collateral and Lender shall not be required to perform any covenant, duty or obligation of the

Grantor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. The Grantor represents and warrants to Lender that: (a) the Grantor is the beneficial and record owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Grantor has any or all right, title and interest; (c) as of the Effective Date none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license except for the licenses described on Exhibit 2 hereto ("Licenses"); and (d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office"), this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Lender, enforceable against Grantor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest, other than Liens permitted under the Credit Agreement.

3. Covenants. The Grantor will maintain and renew all items of Collateral and all registrations of the Collateral (except for abandonments and other determinations on its portfolio of trademarks made in its reasonable business judgment for legitimate business purposes) and will use commercially reasonable efforts to defend the Collateral against the claims of all persons. The Grantor will maintain the same standards of quality for the goods and services in connection with which the Trademarks are used as the Grantor maintained for such goods and services prior to entering into this Agreement. Lender shall have the right to enter upon the Grantor's premises as provided in the Credit Agreement. Without limiting the generality of the foregoing, the Grantor shall not permit the expiration, termination or abandonment of any material Trademark or material Future Trademark without the prior written consent of Lender, other than decisions made for a legitimate business purpose. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, the Grantor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Grantor shall give Lender notice thereof in writing, provided Grantor shall not be required to provide such updates of its trademark portfolio more than two (2) times per calendar year unless such update would reflect a material change in the overall portfolio (in which case such update shall be made as soon as practicable).

4. Use Prior to Default. Effective until Lender's exercise of its rights and remedies upon the occurrence and during the continuance of an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Lender hereby grants to the Grantor the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, the Grantor's rights pursuant to Section 4 hereof shall, at Lender's option, terminate and be null and void, and Lender shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Lender. Lender in such event may collect directly any payments due to Grantor in respect of the Collateral

and, subject to any limitations imposed under any License (the “Restricted Trademarks”), may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements subject in all cases to the requirements of applicable law, including the Uniform Commercial Code. The Grantor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents reasonably requested by Lender to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks, subject to the limitations of the Restricted Trademarks. In the event Grantor fails or refuses to execute and deliver such documents after the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Lender as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Grantor’s behalf, subject to the limitations of the Restricted Trademarks. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, the Grantor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Lender to the contrary. The preceding sentence shall not limit any right or remedy granted to Lender with respect to the Grantor’s inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. [Reserved]

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Grantor, without the prior written consent of Lender. The Grantor hereby authorizes Lender to modify this Agreement by amending Exhibit 1 hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Lender of any breach or default by the Grantor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Grantor without the prior written consent of Lender; and, provided further, that the Lender may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Reserved.

12. Enforcement. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks, Future Trademarks, and any license under any of the foregoing, in which event the Grantor shall at the request of Lender do any and all lawful acts and execute any and all proper documents that may be reasonably requested by Lender in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify Lender or its agents for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 12.

13. Re-Assignment. At such time the Obligations have been satisfied in full and the Financing Agreements have been terminated, Lender will, at its discretion or upon written request from the Grantor and at the sole expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as are necessary or proper to release the Lender's lien in the Collateral granted pursuant to this Agreement, subject to any dispositions thereof which may have been made by Lender pursuant hereto, all without representation, warranty or recourse.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon the Grantor or Lender under this Agreement shall be given in the manner prescribed by the Credit Agreement.

16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

17. Loan Documents. This Agreement is one of the Loan Documents (as defined in the Credit Agreement).

18. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement

[Signature Page is the Next Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GRANTOR:

ACE OF SPADES HOLDINGS, LLC

By: _____

Name: Desiree Perez

Title: Chief Operating Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Megan Westhuis

Title: Authorized Officer

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GRANTOR:

ACE OF SPADES HOLDINGS, LLC

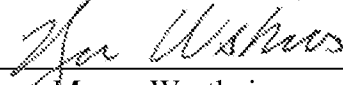
By: _____

Name: Desiree Perez

Title: Chief Operating Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Megan Westhuis

Title: Authorized Officer

Exhibit 1

TRADEMARKS

See attached.

Case Tracking System
U.S. Trademark Summary Report
ACE OF SPADES

Date: January 9, 2020

Case Number Mark Class Description Filing Date Serial # Reg. Date Reg. # ROA Due SOU Due Status
 § 8 Due
 § 15 Due
 Renewal Due

Case Number	Mark	Class	Description	Filing Date	Serial #	Reg. Date	Reg. #	ROA Due	SOU Due	Status
ACE-01	A plus Design	033	Champagne	6/7/2013	85/953,430	8/12/2014	4,582,828	ROA: _____ SOU: _____	Registered 8/12/2020	
ACE-02	Ace of Spades	033	Champagne	5/31/2013	85/948,064	5/12/2015	4,733,892	ROA: _____ SOU: _____	Registered 5/12/2021	
ACE-03	ARMAND DE BRIGNAC	033	Champagne	11/10/2006	77/041,548	9/30/2008	3,509,214	ROA: _____ SOU: _____	Registered 9/30/2014	
ACE-09	A plus Design	033	Alcoholic beverages except beers, including wines, sparkling wines and champagnes	11/14/2012	79/122,950	4/22/2014	4,516,769	ROA: _____ SOU: _____	Registered 4/22/2020	
ACE-10	HANDMADE LUXURY, 250 YEARS IN THE MAKING	033	Champagne; sparkling wines; wines	10/25/2012	85/764,120	12/24/2013	4,456,368	ROA: _____ SOU: _____	Registered 12/24/2019	
ACE-11	A plus Design	016	Paper goods	3/18/2015	86/568,587	10/27/2015	4,841,123	ROA: _____ SOU: _____	Registered 10/27/2021	
ACE-12	A plus Design	021	Beverage ware	3/18/2015	86/568,700	10/27/2015	4,841,135	ROA: _____ SOU: _____	Registered 10/27/2021	
ACE-14	ARMAND DE BRIGNAC	016	Paper goods	3/17/2015	86/567,003	11/3/2015	4,844,861	ROA: _____ SOU: _____	Registered 11/3/2021	
ACE-15	ARMAND DE BRIGNAC	020	Display cases for merchandise	3/17/2015	86/566,928	10/27/2015	4,841,048	ROA: _____ SOU: _____	Registered 10/27/2021	

TRADEMARK

REEL: 007001 FRAME: 0980

Case Tracking System
U.S. Trademark Summary Report
ACE OF SPADES

Date: January 9, 2020

Status
\$ 8 Due
\$ 15 Due

Case Number	Mark	Class	Description	Filing Date Serial #	Reg. Date Reg. #	ROA Due SOU Due	Renewal Due
ACE-16	ARMAND DE BRIGNAC	021	Beverage ware	3/17/2015 86/566,913	11/10/2015 4,850,140	ROA: _____ SOU: _____	Registered 11/10/2021
ACE-17	A plus Design	014	jewelry, namely, cuff links, pendants and necklaces	10/23/2015 86/797,811	1/23/2018 5,383,182	ROA: _____ SOU: _____	Registered 1/23/2024
ACE-18	LA VIE EN OR	016	Printed matter, namely, newsletters in the field of every day lifestyle	11/11/2016 87/233,784	1/9/2018 5,372,803	ROA: _____ SOU: _____	Registered 1/9/2024
ACE-19	DEUX FLUTES- ARMAND DE BRIGNAC	033	Champagne	11/17/2017 87/689,111	9/24/2019 5868978	ROA: _____ SOU: _____	Registered 9/24/2025
ACE-20	LES JUMELLES D'ARMAND DE BRIGNAC	033	Champagne	11/17/2017 87/689,126		ROA: _____ SOU: _____	Pending 9/24/2029
ACE-21	Ace Bottle Design	033	Alcoholic beverages, namely, champagne	5/11/2018 87902603	7/16/2019 5,803,289	ROA: _____ SOU: _____	Registered 7/16/2025
ACE-22	LA COLLECTION D'ARMAND DE BRIGNAC	033	Champagne	6/26/2019 88490081		ROA: _____ SOU: 6/24/2020	Pending 7/16/2025
ACE-23	ARMAND DE BRIGNAC CHAMPAGNE LA COLLECTION	033	Champagne	6/26/2019 88490063		ROA: _____ SOU: _____	Pending

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Exhibit 2

LICENSES

1. License Agreement, dated on or about the date hereof, from Ace of Spades Holdings, LLC to Armand De Brignac Holdings, LLC.
2. See licenses and agreements permitted by Section 3.15 of the Credit Agreement.