

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinco Spirits Group, LLC		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5898623	CINCORO	
Registration Number:	6086945		
Registration Number:	5905331	FIVE GOLD	
Registration Number:	5905333	SHARE TRUTH	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	10/30/2020		
Total Attachments: 5 source=cincotsa#page1.tif			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of October 30, 2020 by Cinco Spirits Group, 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 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 of even date herewith (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 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, 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. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

5. 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 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

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

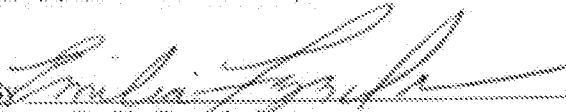
7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

8. 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.

[Remainder of page intentionally left blank]

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 all as of the day and year first above written.

CINCO SPIRITS GROUP, LLC

By: 
Name: Emilia Fazzalari
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007091 FRAME: 0799

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CINCO SPIRITS GROUP, LLC

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

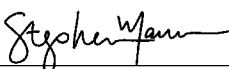
By:  _____
Name: Stephen J. Marra
Title: Authorized Officer

EXHIBIT A

REGISTERED TRADEMARKS

Trademark	Registration Date	Registration Number
CINCORO - USA	29-Oct-2019	5898623
Fire Agave Design - USA	23-Jun-2020	6086945
FIVE GOLD - USA	05-Nov-2019	5905331
SHARE TRUTH - USA	05-Nov-2019	5905333

TRADEMARK APPLICATIONS

None in USA.