# CH \$215.00

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM635122

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                     | Formerly | Execution Date | Entity Type           |
|--------------------------|----------|----------------|-----------------------|
| W.J. Deutsch & Sons Ltd. |          | 03/26/2021     | Corporation: NEW YORK |

# **RECEIVING PARTY DATA**

| Name:           | JPMorgan Chase Bank, N.A.                   |
|-----------------|---|
| Street Address: | 277 Park Avenue, 22nd Floor                 |
| City:           | New York                                    |
| State/Country:  | NEW YORK                                    |
| Postal Code:    | 10172                                       |
| Entity Type:    | National Banking Association: UNITED STATES |

# **PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark                     |  |
|----------------------|---------|-------------------------------|--|
| Registration Number: | 3941690 | ROCK VIEW                     |  |
| Registration Number: | 4856717 | FIRST & LOCAL                 |  |
| Registration Number: | 3938787 | TESORO DELLA REGINA           |  |
| Registration Number: | 4942565 | CENTER 38° NORTH              |  |
| Registration Number: | 5179244 | CARLYLE BLENDED SCOTCH WHISKY |  |
| Registration Number: | 5179243 | CARLYLE                       |  |
| Registration Number: | 5236836 | CARLYLE                       |  |
| Registration Number: | 5236834 | THE NOBLE SCOT                |  |

# **CORRESPONDENCE DATA**

Fax Number: 8883259172

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: 6172390567

carla.hines@lockelord.com Email:

**Correspondent Name:** Carla Hines

Address Line 1: 111 Huntington Avenue

Address Line 2: Locke Lord LLP

Address Line 4: Boston, MASSACHUSETTS 02199

| ATTORNEY DOCKET NUMBER: | 1444099.00072 |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Carla Hines   |

| SIGNATURE:                      | /s/ Carla Hines |  |
|---------------------------------|-----------------|--|
| DATE SIGNED:                    | 03/29/2021      |  |
| Total Attachments: 5            |                 |  |
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| source=confirmationag#page2.tif |                 |  |
| source=confirmationag#page3.tif |                 |  |
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| source=confirmationag#page5.tif |                 |  |

### **CONFIRMATION AGREEMENT**

THIS CONFIRMATION AGREEMENT, dated as of March 26, 2021 (this "Confirmation") is made by W.J. DEUTSCH & SONS LTD., a New York corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the benefit of itself and the other Lenders (in such capacity, the "Administrative Agent") under the Credit Agreement (as defined below). All capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement, unless otherwise specified.

### WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent were originally parties to that certain Credit Agreement dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, in connection with the execution and delivery of the Existing Credit Agreement, the Grantor, the Administrative Agent and the other Loan Parties entered into that certain Trademark Security Agreement dated as of September 30, 2016 (as supplemented by that certain Supplemental Trademark Security Agreement dated August 25, 2017 among Grantor and Administrative Agent and as further amended, restated, supplemented or otherwise modified from time to time, including pursuant to this Confirmation, the "Trademark Security Agreement"), pursuant to which the Grantor granted a security interest in certain Trademark Collateral (as defined in the Trademark Security Agreement) to the Administrative Agent, in each case, as security for the payment and performance of the Obligations of the Loan Parties under the Existing Credit Agreement;

WHEREAS, concurrently herewith, the Grantor, the Administrative Agent, the Lenders and the other Loan Parties are entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement to, among other things, increase the maximum amount of the Aggregate Revolving Commitments; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Confirmation to confirm and/or supplement the terms, provisions, and schedules and/or exhibits of the Trademark Security Agreement.

### NOW, THEREFORE, IT IS AGREED:

1. <u>Confirmation of Trademark Security Agreement.</u> <u>Schedule A</u> hereto shall be deemed to amend and restate the original <u>Schedule A</u> attached to the Trademark Security Agreement in its entirety and such <u>Schedule A</u> shall be incorporated into the Trademark Security Agreement as of the date hereof such that the Trademarks listed on <u>Schedule A</u> attached hereto shall be deemed to form part of the Trademark Collateral and, on and after the date hereof, each reference in the Trademark Security Agreement to <u>Schedule A</u> shall be deemed to refer to <u>Schedule A</u> as amended and restated by <u>Schedule A</u> hereto, as such schedule may be further amended, supplemented or otherwise modified from time to time in accordance with the Loan Documents. As of the date hereof, the Grantor hereby (a) ratifies and confirms all of the terms and provisions of the Trademark Security Agreement, and agrees that all of such terms and provisions remain in full force and effect, and (b) acknowledges and agrees that on and after the execution and delivery of the Credit Agreement and the consummation of the transactions contemplated thereby (x) the Trademark Security Agreement and the security interests granted thereunder continue to secure the Obligations of the Loan Parties under the Credit Agreement, (y) the security

interests granted by the Grantor to the Administrative Agent pursuant to the Trademark Security Agreement constitute valid, binding and enforceable Liens on all Trademark Collateral subject to the Trademark Security Agreement, and (z) all references in the Trademark Security Agreement to the "Credit Agreement" shall be deemed to refer to the Credit Agreement (as defined in this Confirmation). The Grantor hereby further confirms that (i) all representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation), and (ii) Schedule A attached to the Trademark Security Agreement as amended and restated by Schedule A hereto is true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation).

## 2. Miscellaneous.

- (a) This Confirmation, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of New York.
- (b) Unless otherwise provided herein, nothing in this Confirmation shall be deemed to constitute an amendment, modification, or waiver of any of the provisions of the Trademark Security Agreement, which shall remain in full force and effect as of the date hereof.
- (c) This Confirmation shall constitute a "Loan Document" (as such term is defined in the Credit Agreement).
- (d) This Confirmation may be executed in any number of counterparts (including by way of facsimile or other electronic transmission), each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one instrument.
- (e) The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Confirmation.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have caused this Confirmation Agreement to be duly executed as of the date first above written.

| W.J. D  | EUISCH & SONS LID.                       |
|---------|--|
| as Gran | itor                                     |
| By:     | Peter Szemenyei                          |
| Name:   | Peter Szemenyei                          |
| Title:  | Chief Financial Officer                  |
|         | RGAN CHASE BANK, N.A., inistrative Agent |
| By:     |  |
| Name:   |  |
| Title:  |  |

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation Agreement to be duly executed as of the date first above written.

| W.J. DEUTSCH & SONS LTD. as Grantor                |
|--|
| By:  |
| Name:  |
| Title:   |
| JPMORGAN CHASE BANK, N.A., as Administrative Agent |
| By: Stephen Mann                                   |
| Name: Stephen Marra                                |

Title: Authorized Signatory

# Schedule A

# OWNED UNITED STATES REGISTERED TRADEMARKS

| Name of Obligor     | Trademark                      | Registration Number | Registration Date |
|---------------------|--------------------------------|---------------------|-------------------|
| W.J. Deutsch & Sons | Rock View                      | 3,941,690           | 4/5/11            |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | First & Local                  | 4,856,717           | 11/17/15          |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | Tesoro della Regina            | 3,938,787           | 3/29/11           |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | Center 38° North               | 4,942,565           | 4/19/16           |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | Carlyle Blended Scotch Whiskey | 5,179,244           | 4/11/17           |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | Carlyle                        | 5,179,243           | 4/11/17           |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | Carlyle and Portrait Design    | 5,236,836           | 7/4/17            |
| Ltd.                |                                |                     |                   |
| W.J. Deutsch & Sons | The Noble Scot                 | 5,236,834           | 7/4/17            |
| Ltd.                |                                |                     |                   |

OWNED UNITED STATES TRADEMARK APPLICATIONS: None

91333495v.3

RECORDED: 03/29/2021