

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM167808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan Beer Distributors LLC		03/01/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	131 S Dearborn St, Floor 04		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5995024	MANHATTAN BEER DISTRIBUTORS	
Registration Number:	6750604	NEW YORK WINE & SPIRITS	
Registration Number:	6750605	NEW YORK WINE & SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Mrs. Nancy Ann Graham		
Address Line 1:	2728 N Harwood St		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	13312-773		
NAME OF SUBMITTER:	NANCY GRAHAM		
SIGNATURE:	NANCY GRAHAM		
DATE SIGNED:	03/05/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 1st day of March 2024, by and among Grantor listed on the signature pages hereof and JPMORGAN CHASE BANK, N.A., (the “Administrative Agent”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS Manhattan Beer Distributors LLC, a New York limited liability company, (“MBD”) is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by Grantor, collectively, the “Trademarks”);

WHEREAS, MBD and New York Cross Docking LLC, a New York limited liability company (together the “Borrowers”), are borrowers under that certain Second 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”), among the Borrowers, the guarantors party thereto (the “Loan Guarantors”), the lenders party thereto and the Administrative Agent;

WHEREAS to secure all of the Borrower’s and the Loan Guarantors’ Secured Obligations under the Credit Agreement and the other Loan Documents, the Grantor has entered into that certain Second Amended and Restated Pledge and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Borrowers, the Loan Guarantors, and the Administrative Agent, pursuant to which Grantor has granted to the Administrative Agent a security interest in substantially all assets of Grantor, including, without limitation, the Trademarks;

WHEREAS the Grantor and the Administrative Agent contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral (as defined below) and any proceeds thereof, including, without limitation 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 the Trademark Collateral to secure all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Article II, and Sections 3.10, 3.11, 4.7 and 5.4 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- a) all of its Trademarks, including those referred to on Schedule A;
- b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Administrative Agent, the Secured Parties or any of them.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent’s continuing security interest in all Collateral, whether or not listed on Schedule A.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

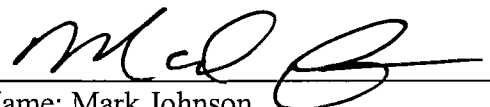
7. CHOICE OF LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MANHATTAN BEER DISTRIBUTORS LLC,
a New York limited liability company

By: 
Name: Mark Johnson
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MANHATTAN BEER DISTRIBUTORS LLC,
a New York limited liability company

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Kathy S. Seelman*
Name: Kathy S. Seelman
Title: Authorized Officer

SCHEDULE A

Name of Grantor	Servicemark	Registration Date	Registration Number
Manhattan Beer Distributors LLC	Manhattan Beer Distributors	2/25/20	5,995,024
Manhattan Beer Distributors LLC	New York Wine & Spirits	6/7/2022	6750604
Manhattan Beer Distributors LLC	New York Wine & Spirits	6/7/2022	6750605

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