

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bardstown Bourbon Company, LLC		04/06/2018	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1100 Abernathy Road, NE		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87748797	A NEW WAY TO EXPERIENCE BOURBON	
Serial Number:	87743616	BOTTLE & BOND	
Serial Number:	87680127	COLLABORATION	
Serial Number:	87680095	DISCOVERY	
Serial Number:	86627978	BARDSTOWN BOURBON COMPANY	
Serial Number:	86631110	B BARDSTOWN BOURBON COMPANY	
Serial Number:	86634337	B	
Serial Number:	86477952	MODERN DISTILLERS OF THE AMERICAN SPIRIT	
CORRESPONDENCE DATA			
Fax Number:	6785532413		
<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:	678-553-2283		
Email:	stonel@gtlaw.com		
Correspondent Name:	Lorrin Stone		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		

CH \$215.00 87748797

NAME OF SUBMITTER:	Lorrin Stone
SIGNATURE:	/Lorrin Stone/
DATE SIGNED:	04/09/2018
Total Attachments: 7 source=9. Trademark Security Agreement (Bardstown)#page1.tif source=9. Trademark Security Agreement (Bardstown)#page2.tif source=9. Trademark Security Agreement (Bardstown)#page3.tif source=9. Trademark Security Agreement (Bardstown)#page4.tif source=9. Trademark Security Agreement (Bardstown)#page5.tif source=9. Trademark Security Agreement (Bardstown)#page6.tif source=9. Trademark Security Agreement (Bardstown)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of April, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as Secured Party for itself, as Lender, and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among The Bardstown Bourbon Company, LLC ("Bardstown"), each affiliate of Bardstown that is joined to the Credit Agreement as a borrower (collectively, "Borrowers", and each a "Borrower") and Wells Fargo, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, the Security Interest (as defined in the Security Agreement) shall include a security interest in all of the Trademark Collateral (as defined herein);

WHEREAS, this Trademark Security Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Secured Party is collateral assignee with respect to the Trademark Collateral (as defined herein); and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) 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 Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

(b) The following terms, when used in this Agreement (whether or not capitalized), shall have the meanings set forth below:

(i) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered

service marks and service mark applications listed on Schedule I attached hereto, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Secured Party, for the benefit of itself, as Lender, and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 and Trademark licenses to which it is a party including those referred to on Schedule I, except to the extent such Trademarks and Trademark licenses constitute Excluded Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; 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 or any Trademarks exclusively licensed under any Trademark license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark license.

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 Grantors, or any of them, to Secured Party, Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

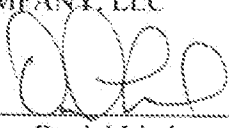
6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when 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 AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISIONS SET FORTH IN SECTIONS 25, 26, 27, AND 28 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.*

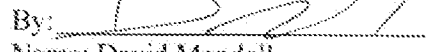
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THE BARDSTOWN BOURBON
COMPANY, LLC

By: 
Name: Daniel Linde
Title: Chief Financial Officer

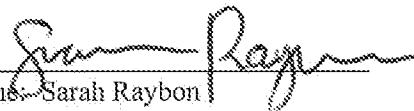
CLARION SPIRITS, LLC

By: 
Name: David Mandell
Title: Chief Executive Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Sarah Raybon
Title: Its Authorized Signatory

[BARDS' TOWN - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006309 FRAME: 0422

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Serial No. (Registration No.)	App/Reg Date
The Bardstown Bourbon Company, LLC	USA	A NEW WAY TO EXPERIENCE BOURBON	87748797	Filing Date 01/09/2018
The Bardstown Bourbon Company, LLC	USA	BOTTLE & BOND	87743616	Filing Date 01/04/2018
The Bardstown Bourbon Company, LLC	USA	COLLABORATION	87680127 (N/A)	Filing Date - 11/10/2017
The Bardstown Bourbon Company, LLC	USA	DISCOVERY	87680095 (N/A)	Filing Date 11/10/2017
The Bardstown Bourbon Company, LLC	USA	BARDSTOWN BOURBON COMPANY	86627978 (5202153)	Registration Date 12/13/2016
The Bardstown Bourbon Company, LLC	USA	B BARDSTOWN BOURBON COMPANY	86631110 (5115297)	Registration Date 01/03/2017
The Bardstown Bourbon Company, LLC	USA	B Design	86634337 (5151847)	Registration Date 02/28/2017
The Bardstown Bourbon Company, LLC	USA	MODERN DISTILLERS OF THE AMERICAN SPIRIT	86477952 (5205314)	Registration Date 05/16/2017

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses