

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twang Partners LLC	FORMERLY Twang Partners, Ltd.	02/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile road		
Internal Address:	National Documentation Services, MC 7578		
City:	Livonia		
State/Country:	UNITED STATES		
Postal Code:	48152		
Entity Type:	Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3668928	ADD ZING TO ANYTHING!	
Registration Number:	6174918	NICE TO MICHE	
Registration Number:	5519832	PICKLE PUNCH	
Registration Number:	3649242	TWANG	
Registration Number:	3918401	TWANG	
Registration Number:	6065033	TWANG RESERVE	
Registration Number:	4200057	TWANG-A-RITA	
Registration Number:	2072193	TWANGERZ	
Registration Number:	4564444	ZAS	
Registration Number:	4097795		
Registration Number:	4484040	100% ORIGINAL TWANG 100% PREMIUM BEER SA	
Registration Number:	4823902	CAFE ZUCA	
Serial Number:	90204441	AGUAZ	
Serial Number:	97051024	GOURMEX	
Serial Number:	97661050	MUCHO FUN FOR YOUR TONGUE	
Serial Number:	90739335	SALTZERS	
CORRESPONDENCE DATA			

OP \$415.00 3668928

Fax Number: 7349302494

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: 2489251921

Email: ipfilings@bodmanlaw.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 201 South Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Jennifer M. Hetu
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SIGNATURE:	/jmh/
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DATE SIGNED:	02/22/2023
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Total Attachments: 7

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this “Agreement”), dated as of February 15, 2023, between Twang Partners LLC, a Delaware limited liability company (f/k/a Twang Partners, Ltd.) (the “Debtor”) and Comerica Bank (“Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of February 15, 2023 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among Debtor, TP Midco LLC, a Delaware limited liability company (“TP Midco” and together with Debtor, the “Borrowers”) and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party as collateral, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such

license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been accepted by the United States Patent and Trademark Office), and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that

the Bank shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the Secured Party.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

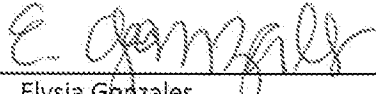
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

TWANG PARTNERS LLC

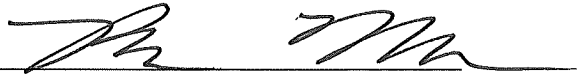
By 
Name: Elysia Gonzalez
Title: President and Chief Executive Officer

Signature page to Trademark Security Agreement
(4889-7382-1764)

TRADEMARK
REEL: 007991 FRAME: 0386


SECURED PARTY:



COMERICA BANK

By 
Name: Brennan Moran
Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	Applicati on No.	Filing Date	Registr ation No.	Registrat ion Date
<u>ADD ZING TO ANYTHING!</u>	77649005	January 14, 2009	366892 8	August 18, 2009
<u>AGUAZ</u>	90204441	Septembe r 23, 2020		
<u>GOURMEX</u>	97051024	Septembe r 29, 2021		
<u>MUCHO FUN FOR YOUR TONGUE</u>	97661050	November 3, 2022		
<u>NICE TO MICHE</u>	88856473	April 1, 2020	617491 8	October 13, 2020
<u>PICKLE PUNCH</u>	86437316	October 28, 2014	551983 2	July 17, 2018
<u>TWANG</u>	77156593	April 13, 2007	364924 2	July 7, 2009
<u>TWANG and Design</u> 	77207682	June 15, 2007	391840 1	February 15, 2011
<u>TWANG RESERVE</u>	88129271	Septembe r 24, 2018	606503 3	May 26, 2020
<u>TWANG-A- RITA</u>	85451235	October 19, 2011	420005 7	August 28, 2012
<u>TWANGERZ</u>	74582656	October 5, 1994	207219 3	June 17, 1997
<u>ZAS</u>	85172569	November 9, 2010	456444 4	July 8, 2014

Mark	Applicati on No.	Filing Date	Registr ation No.	Registrat ion Date
<u>Design Only</u> 	85070559	June 24, 2010	409779 5	February 14, 2012
<u>100% ORIGINAL TWANG 100% PREMIUM BEER SALT SAN ANTONIO 1986 EST and Design</u> 	85930485	May 13, 2013	448404 0	February 18, 2014
<u>CAFE ZUCA</u>	86472882	December 5, 2014	482390 2	Septemb er 29, 2015
<u>SALTZERS</u>	90739335	May 27, 2021		