

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vino.com, L. L. C.		12/23/2010	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

Name:	SunTrust Bank
Street Address:	303 Peachtree Street
Internal Address:	23rd Fl, Mail Code GA-ATL-1981
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3493874	BIG RED MONSTER
Registration Number:	3218430	ALTANUTA
Registration Number:	2598368	TIZIANO
Registration Number:	2005383	SCARLATTA
Registration Number:	1533535	COLOMBO
Registration Number:	3231324	PANNOTIA

**CORRESPONDENCE DATA**

Fax Number: (404)869-6999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404 812-1983  
 Email: cleonard@zakasleonard.com  
 Correspondent Name: Colvin Leonard  
 Address Line 1: 3155 Roswell Road  
 Address Line 2: Suire 330

OP \$165.00 3493874

**900182283**

**TRADEMARK  
 REEL: 004460 FRAME: 0721**

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:

Colvin Leonard

Signature:

/Colvin Leonard/

Date:

01/26/2011

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 23, 2010, is made by **VINO.COM, L.L.C.** a Missouri limited liability company ("**Borrower**"), in favor of **SUNTRUST BANK**, a bank organized under the laws of the State of Georgia ("**Lender**").

### Recitals

Borrower and Lender are parties to a Loan Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

**ACCORDINGLY**, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Obligations**" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Borrower may now or at any time hereafter owe to Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. **Security Interest.** Borrower hereby irrevocably pledges and assigns to, and

(f) **Maintenance.** Borrower will at its own expense maintain the Trademarks (other than common law marks which are not material to Borrower's business) to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark (other than common law marks which are not material to Borrower's business), nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of fifteen (15) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that Borrower intends to abandon a Trademark (other than common law marks which are not material to Borrower's business), Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (g) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the

**EXECUTION COPY**

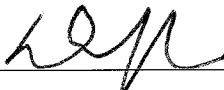
have the same force and effect as the original, for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be signed, sealed and delivered on the day and year first written above.


**BORROWER:**

**VINO.COM, L.L.C.**

By:   
Name: DAVID J. PARDO  
Title: CEO / PRESIDENT

Accepted by Lender in Atlanta, Georgia:

**SUNTRUST BANK**

By:   
Name: Scott Cowan  
Title: Director

## EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND  
COLLECTIVE MEMBERSHIP MARKS REGISTRATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Big Red Monster	78602969	3493874	
Altanuta	76610350	3218430	
Tiziano	75627124	2598368	
Scarlatta	74607651	2005383	
Colombo	73735964	1533535	
Pannotia	78665075	3231324	

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date</u>
The Blonde Bombshell	77939005	Not yet registered

COLLECTIVE MEMBERSHIP MARKSUNREGISTERED MARKS