

## 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
Beverages & More, Inc.		11/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	707 Wilshire Boulevard		
Internal Address:	17th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1970483	BEVERAGES, & MORE!	
Registration Number:	2229099	BEVMO!	
Registration Number:	3219702	BEVMO! BEVERAGES & MORE	
Registration Number:	2187848	CLUBBEV!	
Registration Number:	2772521	DAHLIA	
Registration Number:	2871307	GINA	
Registration Number:	1022205	KAVLANA	
Registration Number:	1056239	SENORITA	
Registration Number:	2258027	SOMBRA	
Registration Number:	2167272	ST. ELMO	
Registration Number:	3129465	STEVEN BANNUS	
Registration Number:	3569564	BEVMO!	
Registration Number:	3809120	VINEYARD PARTNERS	

Registration Number:	3734204	BEVMO!
Registration Number:	3734206	CLUBBEV!
Registration Number:	3839124	JINGLE ALL THE WAY
Registration Number:	3888036	ZINNIA
Registration Number:	3902050	MAIN & GEARY
Registration Number:	4305242	BANNUS
Registration Number:	4345258	DOMAINE DAVID RICHARDS
Serial Number:	85754711	TRIBUTUS

#### CORRESPONDENCE DATA

Fax Number: 2124552502

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	047780/0013
NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	01/17/2014

#### Total Attachments: 6

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**REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 15, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE COMPANY, THE DOMESTIC SUBSIDIARIES OF THE COMPANY FROM TIME TO TIME PARTY THERETO, WELLS FARGO RETAIL FINANCE, LLC, AS FIRST PRIORITY AGENT (AS DEFINED THEREIN), AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND PRIORITY AGENT (AS DEFINED THEREIN).**

### **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of the 15<sup>th</sup> day of November, 2013, between BEVERAGES & MORE, INC., a Delaware corporation with its principal executive office at 1406 Willow Pass Road, Suite 900, Concord, CA 94520, (the "Company" or "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), a national banking association with offices 707 Wilshire Boulevard, 17th Floor, MAC#: E2818-176, Los Angeles, CA 90017, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### **RECITALS**

WHEREAS, the Company and Wells Fargo, as Collateral Agent and as trustee (in such capacity, the "Trustee"), have entered into that certain Indenture, dated as of November 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, the Company and the Collateral Agent have entered into that certain Security Agreement, dated as of November 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Company has granted a Lien on the Collateral (including the Marks, as that term is defined in the Security Agreement) to secure the Secured Obligations, as provided therein; and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement to Collateral Agent, for the benefit of the Secured Parties, for filing with the United States Patent and Trademark Office, and as further evidence of and to effectuate the security interests of Collateral Agent, for the benefit of the Secured Parties, in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Collateral Agent agree as follows:

1. Capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Security Agreement.
2. To secure the Secured Obligations, Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against all of Grantor's right, title and interest in, to and under the registered and applied for U.S. Marks owned by Grantor, including those set forth on Exhibit A hereto, in favor of the Collateral Agent for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance

of doubt, the Marks shall not include any “intent to use” Trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent their inclusion in the Shared Collateral would invalidate or otherwise impair such applications, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed and accepted with the United States Patent and Trademark Office.

3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

4. Following the End Date, this Trademark Security Agreement shall terminate and the Collateral Agent shall execute and deliver to the Grantor all such instruments as the Grantor reasonably may request to release any encumbrance in favor of the Collateral Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Collateral Agent pursuant to the Security Agreement.

5. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Collateral Agent shall be entitled to all rights, privileges, immunities and protections set forth in the Indenture and the Security Agreement in the acceptance, execution, delivery and performance of this Trademark Security Agreement as though fully set forth herein.

6. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties are more fully set forth in the Intercreditor Agreement, the Indenture and 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. In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

7. This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

8. **THIS TRADEMARK SECURITY AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO**


**A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR  
RELATING TO THIS TRADEMARK SECURITY AGREEMENT.**

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent respectively have caused this Trademark Security Agreement to be executed by officers duly authorized so to do on the date first above written.

**GRANTOR:**

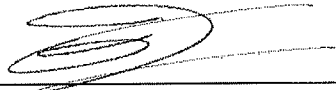
**BEVERAGES & MORE, INC.**

By:   
Name: Daniel Carter  
Title: Chief Financial Officer

BEVERAGES & MORE, INC.  
*Trademark Security Agreement*

**COLLATERAL AGENT:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent.

By:   
Name: Michael Q. Tu  
Title: Assistant Vice President

BEVERAGES & MORE, INC.  
*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005196 FRAME: 0316**

**EXHIBIT A**

**U.S. Trademark Applications and Registrations**

<b>Registered Trademark/Service Mark/License</b>	<b>Application/Registration Number</b>
BEVERAGES, & MORE!	1,970,483
BEVMO!	2,229,099
BEVMO! BEVERAGES & MORE!	3,219,702
CLUBBEV!	2,187,848
DAHLIA	2,772,521
GINA	2,871,307
KAVLANA	1,022,205
SEÑORITA	1,056,239
SOMBRA	2,258,027
ST. ELMO	2,167,272
STEVEN BANNUS	3,129,465
BevMo! (stylized)	3,569,564
VINEYARD PARTNERS and Design	3,809,120
BEVMO!	3,734,204
CLUBBEV!	3,734,206
JINGLE ALL THE WAY	3,839,124
ZINNIA	3,888,036
MAIN & GEARY	3,902,050
BANNUS	4,305,242
DOMAINE DAVID RICHARDS	4,345,258
TRIBUTUS	85/754,711