

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Palm Bay International Inc		03/28/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J P Morgan Chase Bank NA		
<b>Street Address:</b>	1111 Polaris Parkway		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43240		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86200408	BENISSIMO	
<b>Serial Number:</b>	85792069	INYCON	
<b>Serial Number:</b>	85542306	LAND & SEA	
<b>Serial Number:</b>	86200414	LUPINO	
<b>Serial Number:</b>	85967713	OAK ZERO	
<b>Serial Number:</b>	85703349	REDCLIFFE	
<b>Serial Number:</b>	86075323	THE MAD VINTNER	
<b>Serial Number:</b>	86110296	WILD CARD	
<b>Registration Number:</b>	3542198	AMERICA'S BEST GOURMET PIZZA	
<b>Registration Number:</b>	3865381	AWE OF AUTHENTICITY	
<b>Registration Number:</b>	4088354	BALTIMORE CLUB	
<b>Registration Number:</b>	3425539		
<b>Registration Number:</b>	3078894	BLUE FISH	
<b>Registration Number:</b>	1964442	BON APPLE TITE	
<b>Registration Number:</b>	3881753	EDGE VODKA	
<b>Registration Number:</b>	3558738	ELEVATING LIFE	
<b>Registration Number:</b>	3396809	GOURMET PIZZA CLASSIC	
<b>Registration Number:</b>	4210662	IL ROSCATO	
<b>Registration Number:</b>	2582231	IT'S ALL ABOUT TASTE	
<b>Registration Number:</b>	2912102	IT'S ALL ABOUT TASTE	
<b>TRADEMARK</b>			

OP \$1015.00 86200408

Property Type	Number	Word Mark
Registration Number:	4210678	MIA ROSCATA
Registration Number:	4210661	MIO ROSCATO
Registration Number:	4407498	PALM BAY
Registration Number:	3685004	PALM BAY INTERNATIONAL FINE WINES & SPIR
Registration Number:	3399580	PETIT BISTRO
Registration Number:	3452170	PETIT BISTRO LABOURÉ - ROI
Registration Number:	4463822	PORTA PALO
Registration Number:	2601336	POSITIV
Registration Number:	4077433	RAISE YOUR EXPECTATIONS
Registration Number:	3345820	RED CANYON
Registration Number:	4163480	REEL RED
Registration Number:	4029886	ROSCATO
Registration Number:	4035652	SIMPLY CABERNET SAUVIGNON
Registration Number:	4035651	SIMPLY CHARDONNAY
Registration Number:	4035650	SIMPLY MERLOT
Registration Number:	2624664	START A TRADITION
Registration Number:	2900254	SUTTON & MAXWELL
Registration Number:	3865382	WINE LOVERS WELCOME
Registration Number:	4035649	WINE MADE SIMPLE
Registration Number:	4084737	WINIGMA

**CORRESPONDENCE DATA**

**Fax Number:** 2026823580

*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:** 2026823511

**Email:** mlyons@kayescholer.com

**Correspondent Name:** Mary Lyons

**Address Line 1:** 901 15th Street NW

**Address Line 4:** Washington, D.C. 20005

**NAME OF SUBMITTER:** Mary Lyons

**SIGNATURE:** /Mary Lyons/

**DATE SIGNED:** 05/19/2014

**Total Attachments: 5**

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**AMENDED AND RESTATED SECURITY AGREEMENT**

**(TRADEMARKS)**

WHEREAS, Palm Bay International, Inc. (f/k/a Palm Bay Imports, Inc.), a Florida corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor, as a borrower, the various financial institutions and other Persons from time to time parties thereto, and JPMorgan Chase Bank, N.A., a New York banking corporation, as administrative and collateral agent (referred to herein as the "Grantee"), are parties to a Revolving Credit Agreement, dated as of November 30, 2004 (as amended or otherwise modified prior to the date hereof, the "Original Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, (i) Grantor, the other Persons from time to time parties thereto, and the Grantee entered into an Omnibus Pledge and Security Agreement, dated as of November 30, 2004 (as amended or otherwise modified prior to the date hereof, the "Original Security Agreement") and (ii) the Grantor and the Grantee Agent entered into a Security Agreement (Trademarks), dated as of April 21, 2011 (as amended or otherwise modified prior to the date hereof, the "Original Trademark Security Agreement");

WHEREAS, pursuant to the Amended and Restated Revolving Credit Agreement, dated as of March 28, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions and other Persons from time to time parties thereto (the "Lenders"), and the Grantee, (i) the parties thereto have agreed to amend and restate the Original Credit Agreement and (ii) the Lenders have agreed to continue certain credit extensions made under the Original Credit Agreement;

WHEREAS, Grantor is obligated to Grantee and the other Secured Parties (as defined in the Amended and Restated Omnibus Pledge and Security Agreement, dated as of March 28, 2014 (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), among Grantor, the other Persons from time to time parties thereto, and the Grantee) for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, (i) the parties thereto have agreed to amend and restate the Original Security Agreement and (ii) Grantor has agreed to continue the security interest to Grantee in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further continue a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is JPMorgan Chase Bank, N.A., 277 Park Avenue, 22<sup>nd</sup> Floor, New York, NY 10172, Attention of Palm Bay Account Officer.

On the date hereof, the Original Trademark Security Agreement shall be amended, restated and superseded in its entirety by this agreement. The parties hereto acknowledge and agree that the security interests and liens granted under the Original Trademark Security Agreement are in all respects continuing and in full force and effect and are hereby fully ratified and affirmed in favor of the Grantee. Without limitation of the foregoing, the Grantor hereby fully and unconditionally ratifies and affirms this agreement and agrees that all security interests and liens granted hereunder and under the Original Trademark Security shall from and after the date hereof secure all Secured Obligations (as defined in the Security Agreement).

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 28<sup>th</sup> day of March, 2014.



SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
AMERICA'S BEST GOURMET PIZZA	12/2/2008	3,542,198
AWE OF AUTHENTICITY	10/19/2010	3,865,381
BALTIMORE CLUB	1/17/2012	4,088,354
BISTRO DESIGN	5/13/2008	3,425,539
BLUE FISH	4/11/2006	3,078,894
BON APPLE TITE AND DESIGN	3/26/1996	1,964,442
EDGE VODKA	11/23/2010	3,881,753
ELEVATING LIFE	1/6/2009	3,558,738
GOURMET PIZZA CLASSIC	3/11/2008	3,396,809
IL ROSCATO	9/18/2012	4,210,662
IT'S ALL ABOUT TASTE	6/18/2002	2,582,231
IT'S ALL ABOUT TASTE	12/21/2004	2,912,102
MIA ROSCATA	9/18/2012	4,210,678
MIO ROSCATO	9/18/2012	4,210,661
PALM BAY	9/24/2013	4,407,498
PALM BAY INTERNATIONAL FINE WINES & SPIRITS STYLIZED AND DESIGN	9/22/2009	3,685,004
PETIT BISTRO	3/18/2008	3,399,580
PETIT BISTRO (STYLIZED)	6/24/2008	3,452,170
PORTA PALO	1/7/2014	4,463,822
POSITIV	7/30/2002	2,601,336
RAISE YOUR EXPECTATIONS	12/27/2011	4,077,433
RED CANYON	11/27/2007	3,345,820
REEL RED	6/26/2012	4,163,480
ROSCATO	9/20/2011	4,029,886
SIMPLY CABERNET SAUVIGNON	10/4/2011	4,035,652
SIMPLY CHARDONNAY	10/4/2011	4,035,651

SIMPLY MERLOT	10/4/2011	4,035,650
START A TRADITION	9/24/2002	2,624,664
SUTTON & MAXWELL	11/2/2004	2,900,254
WINE LOVERS WELCOME	10/19/2010	3,865,382
WINE MADE SIMPLE	10/4/2011	4,035,649
WINIGMA	1/10/2012	4,084,737

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>App. No.</u>
BENISSIMO	2/21/2014	86/200,408
INYCON	11/30/2012	85/792,069
LAND & SEA	2/14/2012	85/542,306
LUPINO	2/21/2014	86/200,414
OAK ZERO	6/24/2013	85/967,713
REDCLIFFE	8/14/2012	85/703,349
THE MAD VINTNER	9/26/2013	86/075,323
WILD CARD	11/5/2013	86/110,296