TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (FLTL)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Country Vintner, Inc.		07/01/2014	CORPORATION: VIRGINIA
Winebow, Inc.		07/01/2014	CORPORATION: DELAWARE
Boston Wine Company, Ltd.		07/01/2014	CORPORATION: MASSACHUSETTS
Mid-State Distributors, LLC		07/01/2014	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Gateway Village 900 Building, 900 W Trade St.
Internal Address:	Mail Code: NC1-026-06-03
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4103968	ANNALISA
Registration Number:	4239490	CRAFT + ESTATE
Registration Number:	3959238	ELECTRIC CITY
Registration Number:	3949308	FARTHER
Registration Number:	4193185	FRONT PORCH
Registration Number:	3363705	GREEN PATH
Registration Number:	3241516	IRONBERRY
Registration Number:	4069855	MARS AND VENUS
Registration Number:	3027371	MARTIN SCOTT WINES
Registration Number:	4009152	PONGA
Registration Number:	3640962	SEAMLESS
Registration Number:	3908192	ST. KILDA
Registration Number:	4154014	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	4154015	THE AMERICAN STILL LIFE COLLECTION

OP $1115.00 4103968

Property Type	Number	Word Mark
Registration Number:	2281386	THE COUNTRY VINTNER
Registration Number:	2973933	THE COUNTRY VINTNER
Registration Number:	3319072	2 UP
Registration Number:	4384386	24 KNOTS
Registration Number:	3006206	ALMIRA
Registration Number:	2720490	BOSTON WINE
Registration Number:	3344759	CLEAN SLATE
Registration Number:	3580560	FAT BASTARD
Registration Number:	2230941	FAT BASTARD
Registration Number:	3578412	FAT BASTARD BONAFIDE · FAT BASTARD · FB
Registration Number:	3080190	FLYING FISH
Registration Number:	3473327	HIGH NOTE
Registration Number:	2570718	KRIS
Registration Number:	3630759	KRIS
Registration Number:	2726497	LEONARDO LO CASCIO SELECTIONS
Registration Number:	3231393	LICIA
Registration Number:	3133573	LOS DOS
Registration Number:	1911681	PALLADIO
Registration Number:	4241028	PINE BARRENS
Registration Number:	2555860	ROCCADORO
Registration Number:	3197412	ROOT:1
Registration Number:	4456291	ROUGH RIDER
Registration Number:	2621923	SABATUCCI
Registration Number:	2624860	STELLA
Registration Number:	3037452	THIERRY AND GUY
Registration Number:	2071562	WINEBOW INC.
Registration Number:	3207896	W WINEBOW BRANDS INTERNATIONAL
Serial Number:	85567206	THE VINTNER GROUP
Serial Number:	85847106	FAMIGLIE
Serial Number:	85254648	UNDERCURRENT

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4790

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Avenue, N.W., Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F150555
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	07/01/2014

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Trademark Security Agreement***") dated July 1, 2014, is made by each Person listed on the signature pages hereof (collectively, the "***Grantors***") in favor of Bank of America, N.A., as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the First Lien Term Loan Credit Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "***Credit Agreement***"), among Winebow Holdings, Inc., The Vintner Group, Inc., The Winebow Group, LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain First Lien Term Loan Security Agreement dated July 1, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all

of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

THE COUNTRY VINTNER, INC., as a Grantor

By: _____
Name: David B. Townsend
Title: President & CEO

WINEBOW, INC., as a Grantor
BOSTON WINE COMPANY, LTD., as a Grantor
MID-STATE DISTRIBUTORS, LLC, as a Grantor

By: _____
Name: Scott Ades
Title: President

[Signature Page to First Lien Term Loan Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

THE COUNTRY VINTNER, INC., as a Grantor

By: _____
Name: David B. Townsend
Title: President & CEO

WINEBOW, INC., as a Grantor
BOSTON WINE COMPANY, LTD., as a Grantor
MID-STATE DISTRIBUTORS, LLC, as a Grantor

By: _____
Name: Scott Ades
Title: President

[Signature Page to First Lien Term Loan Trademark Security Agreement]

BANK OF AMERICA, N.A.
as Collateral Agent and Grantee

By: _____
Name: HEATHER LAMBERTON
Title: MANAGING DIRECTOR

[Signature Page to First Lien Term Loan Trademark Security Agreement]

SCHEDULE A

	Trademark	Registration Number	Registration Date
1.	ANNALISA	4,103,968 Renewal Due: 02/28/2022	2/28/2012
2.	CRAFT + ESTATE	4,239,490 Renewal Due: 11/06/2022	11/6/2012
3.	ELECTRIC CITY	3,959,238 Renewal Due: 05/10/2021	5/10/2011
4.	FARTHER and Design	3,949,308 Renewal Due: 04/19/2021	4/19/2011
5.	FRONT PORCH	4,193,185 Renewal Due: 08/21/2022	8/21/2012
6.	GREEN PATH	3,363,705 Renewal Due: 01/01/2018	1/1/2008
7.	IRONBERRY	3,241,516 Renewal Due: 05/15/2017	5/15/2007
8.	MARS AND VENUS and Design	4,069,855 Renewal Due: 12/13/2021	12/13/2011
9.	MARTIN SCOTT WINES	3,027,371 Renewal Due: 12/13/2015	12/13/2005
10.	PONGA	4,009,152 Renewal Due: 08/09/2021	8/9/2011
11.	SEAMLESS	3,640,962 Renewal Due: 06/16/2019	6/16/2009
12.	ST. KILDA	3,908,192 Renewal Due: 01/18/2021	1/18/2011
13.	THE AMERICAN STILL LIFE COLLECTION	4,154,014 Renewal Due: 06/05/2022	6/5/2012

14.	THE AMERICAN STILL LIFE COLLECTION and Design	4,154,015 Renewal Due: 06/05/2022	6/5/2012
15.	THE COUNTRY VINTNER	2,281,386 Renewal Due: 09/28/2019	9/28/1999
16.	THE COUNTRY VINTNER and Design	2,973,933 Renewal Due: 07/19/2015	7/19/2005
17.	THE VINTNER GROUP	PENDING 85/567206	PENDING Filed: 03/12/2012
18.	2 Up Serial # 76/638932	Registration # 3319072 Renewal due: 10/23/2017	10/23/2007
19.	24 Knots Serial # 85/254626	Registration # 4384386 Renewal due: 08/13/2023	8/13/2013
20.	Almira Serial # 76/485386	Registration # 3006206 Renewal due: 10/11/2015	10/11/2005
21.	Boston Wine Serial # 76/229969	Registration # 2720490 Renewal due: 06/03/2023	06/03/2003
22.	Clean Slate Serial # 76/654183	Registration # 3344759 Renewal due: 11/27/2017	11/27/2007
23.	Famiglie Serial # 85847106	Registration # Pending	Filed 2/12/2013
24.	Fat Bastard Serial # 78/903984	Registration # 3580560 Renewal due: 02/24/2019	2/24/2009
25.	Fat Bastard Serial # 75/502755	Registration # 2230941 Renewal due: 03/09/2019	3/09/1999
26.	Fat Bastard Bonafide – Fat Bastard – FB 2005 (Design) Serial # 77/064377	Registration # 3578412 Renewal due: 02/24/2019	2/24/2009
27.	Flying Fish Serial # 76/573439	Registration # 3080190 Renewal due: 04/11/2016	4/11/2006
28.	High Note Serial # 77/172482	Registration # 3473327 Renewal due: 07/22/2018	7/22/2008

29.	Kris (name only) Serial #75-911950	Registration # 2570718 Renewal due: 05/21/2022	5/21/2002
30.	Kris (design) Serial # 77-599000	Registration # 3630759 Renewal due: 06/02/2019	6/2/2009
31.	Leonardo Lo Cascio Selections (Design) Serial # 76/276590	Registration # 2726497 Renewal due: 06/17/2023	6/17/2003
32.	Licia Serial # 78686550	Registration # 3231393 Renewal due: 04/17/2017	4/17/2007
33.	Los Dos Serial #76/620529	Registration #: 3133573 Renewal due: 08/22/2016	8/22/2006
34.	Palladio Serial # 74/535498	Registration # 1911681 Renewal due: 08/15/2015	8/15/1995
35.	Pine Barrens Serial # 85544754	Registration # 4241028 Renewal due: 11/13/2022	11/13/2012
36.	Roccadoro Serial # 76/276589	Registration # 2555860 Cancelled: 11/09/2012	4/2/2002
37.	Root: 1 Serial # 78/507184	Registration # 3197412 Renewal due: 01/09/2017	1/9/2007
38.	Rough Rider Serial 85741526	Registration # 4456291 Renewal due: 12/24/2023	12/24/2013
39.	Sabatucci Serial # 76012894	Registration # 2621923 Renewal due: 09/17/2022	9/17/2002
40.	Stella Serial # 76/352546	Registration # 2624860 Renewal due: 09/24/2022	9/24/2002
41.	Thierry & Guy Serial # 76/628780	Registration # 3037452 Renewal due: 01/03/2016	1/3/2006
42.	Undercurrent Serial # 85/254648	Abandoned 4/16/2012	Filed 03/01/2011
43.	Winebow, Inc with logo Serial # 75/102949	Registration # 2071562 Renewal due: 06/17/2017	6/17/1997

44.	W Winebow Brands International w/ logo Serial # 78/743397	Registration # 3207896 Renewal due: 02/13/2017	2/13/2007
45.	"Z" Zardetto & Design Serial # 79/080119	Registration # 3841762 Renewal due: 08/31/2020	8/31/2010