

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Wine & Spirits, Inc.		06/30/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	300 N. Meridian Street		
Internal Address:	Suite 1600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3810059	NATIONAL WINE & SPIRITS INC.	
Registration Number:	4283289	NATIONAL WINE AND SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<i>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.</i>			
Phone:	317-237-1089		
Email:	tmindy@faegrebd.com		
Correspondent Name:	Louis T. Perry		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	WELLS FARGO/NATIONAL WINE		
NAME OF SUBMITTER:	Louis T. Perry		
SIGNATURE:	/Louis T. Perry/		
DATE SIGNED:	08/28/2014		
Total Attachments: 7			
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PATENT AND TRADEMARK
SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2014, by NATIONAL WINE & SPIRITS, INC., an Indiana corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Bank").

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, Grantor, National Wine & Spirits Corporation, NWS Holdings, LLC, and NWS Realty, LLC (collectively, "Borrowers") and Bank are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") pursuant to which, among other things, Bank makes certain loans and other financial accommodations to Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Security Agreement, dated as of the date hereof, in favor of Bank (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) Grantor execute this Patent and Trademark Security Agreement in order to grant a security interest in favor of Bank to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Bank and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or any other country or jurisdiction, and all applications for letters patent of the United States or any other country or jurisdiction, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any other country or jurisdiction or any political subdivision thereof ("Patents"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, renewals, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, trade dress, service marks, designs, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or jurisdiction or any political subdivision thereof ("Trademarks"), including those referred to on Schedule II hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

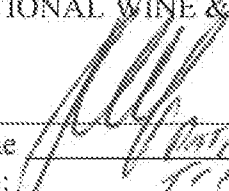
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Signature page follows

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL WINE & SPIRITS, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL WINE & SPIRITS, INC.

By: _____
Name _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:


WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Ashley Hughes
Name: Ashley Hughes
Title: Relationship Manager

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

None

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
NATIONAL WINE & SPIRITS INC.	3,810,059	June 29, 2010
	4,283,289	January 29, 2013