

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winedirect, Inc.		12/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2522329	ELYPSIS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	036703-1264 WINEDIRECT		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	12/31/2014		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "AR IPSA") is entered into as of December 22, 2014 by and between COMERICA BANK ("Bank") and WINEDIRECT, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of September 2, 2011, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of December 22, 2011, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of January 23, 2012, that certain Consent to Amended and Restated Loan and Security Agreement dated as of June 1, 2012, and that certain Third Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of July 3, 2012, and that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of January 9, 2013, that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of September 17, 2013, that certain Sixth Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of November 22, 2013, and that certain Seventh Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of May 30, 2014 (collectively, the "Original Loan Agreement"). Bank and Grantor propose to enter into that certain Amended and Restated Loan and Security Agreement dated as of December 22, 2014 (as the same may from time to time be amended, modified, supplemented, or restated, the "AR Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the AR Loan Agreement.

B. In connection with the Original Loan Agreement, Bank and Grantor entered into that certain Intellectual Property Security Agreement dated as of September 2, 2011 (collectively, the "Original IPSA"). In connection with the AR Loan Agreement, Grantor and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms of this AR IPSA.

C. Bank is willing to enter into the AR Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the AR Loan Agreement. Pursuant to the terms of the AR Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the AR Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the AR Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the AR Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in

addition to those set forth in the AR Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the AR Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this AR IPISA, the AR Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This AR IPISA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1190 Airport Blvd., Suite 200
Napa, CA 94558
Attn: J. Roy Martinez

WINEDIRECT, INC.

By: 

Name: JOSEPH W. WENTER

Title: CEO

BANK:

COMERICA BANK

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: 

Name: GARY REAGAN

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
ELYPSIS	2522329	12/25/2001