

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398773

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|---|---|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT (2L) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zepexco, Inc. | | 09/15/2016 | Corporation: CALIFORNIA |
| Central Coast Wine Company | | 09/15/2016 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | Gateway Village 900 Building, 900 W Trade St., Mail Code: NC1-026-06-03 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | Bank: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4295437 | ZEPHYR EXPRESS | |
| Registration Number: | 1689664 | THE HENRY WINE GROUP | |
| Registration Number: | 2137351 | H | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, LTD | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F165467 | | |
| NAME OF SUBMITTER: | Sonya Jackman | | |
| SIGNATURE: | /Sonya Jackman/ | | |
| DATE SIGNED: | 09/16/2016 | | |
| Total Attachments: 5 | | | |

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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 September 15, 2016, 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*” and “*Grantee*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Second 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. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second 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.

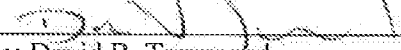
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

ZEPEXCO, INC., as Grantor

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

CENTRAL COAST WINE COMPANY, as Grantor

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

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

By: _____
Name:
Title:

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

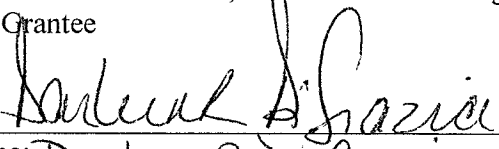
ZEPEXCO, INC., as Grantor

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


CENTRAL COAST WINE COMPANY, as Grantor

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

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

By:  _____
Name: Darleen R DiGrazia
Title: Vice President

SCHEDULE A

| Trademark / Service Mark | Record Owner | Registration / Serial Number | Registration Date |
|---|---|-------------------------------------|--------------------------|
| Zephyr Express | Zepexco, Inc. | 4,295,437/ 85-666,109 | 2/26/2013 |
| The Henry Wine Group | Central Coast Wine Company d/b/a The Henry Wine Group Corporation | 1,689,664/ 74055826 | 5/26/1992 |
|  | Central Coast Wine Company d/b/a The Henry Wine Group Corporation | 2,137,351/ 75254267 | 2/17/1998 |