

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402741

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Free Flow Wines, LLC | | 10/19/2016 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Veritas Financial Partners California LLC | | |
| Street Address: | 2500 N. Military Trail, Suite 465 | | |
| City: | Boca Raton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33431 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3943420 | FREE FLOW WINES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | kansley@stradley.com | | |
| Correspondent Name: | Kareem Ansley | | |
| Address Line 1: | Stradley Ronon | | |
| Address Line 2: | 100 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 188821-0003 | | |
| NAME OF SUBMITTER: | Kareem Ansley | | |
| SIGNATURE: | /Kareem Ansley/ | | |
| DATE SIGNED: | 10/20/2016 | | |
| Total Attachments: 4 | | | |
| source=Trademark and Security Agreement#page1.tif | | | |
| source=Trademark and Security Agreement#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

WHEREAS, **FREE FLOW WINES, LLC**, a California limited liability (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, as set forth on Schedule A attached hereto; and

WHEREAS, **VERITAS FINANCIAL PARTNERS CALIFORNIA LLC**, a Delaware limited liability company (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement, dated as of October 19, 2016, between the Grantor, Free Flow Services, LLC, a California limited liability company and the Grantee (as amended from time to time, the “**Loan Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

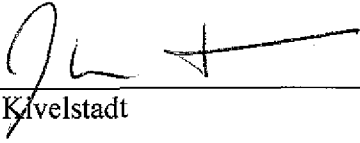
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

FREE FLOW WINES, LLC, a California limited liability company

By: 
Name: Jordan Kivelstadt
Title: CEO

[SIGNATURE PAGES CONTINUE ONTO NEXT PAGE]

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005904 FRAME: 0757

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

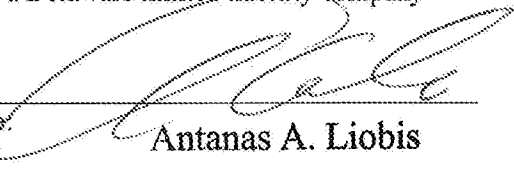
GRANTEE:

**VERITAS FINANCIAL PARTNERS CALIFORNIA
LLC, a Delaware limited liability company**

By: _____

Name: _____

Title: _____



Antanas A. Liobis

Authorized Signatory

[Signature Page to Trademark and Security Agreement]

Schedule A - Trademarks

| MARK | COUNTRY | REG. NO. | REG. DATE |
|-----------------|----------------|-----------------|------------------|
| FREE FLOW WINES | United States | 3943420 | June 16, 2010 |
| | | | |