

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409541

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|---|----------------------------------|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WINC, INC. | FORMERLY CLUB W, INC. | 12/16/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 Almaden Boulevard, Suite 100 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86880466 | CHOMMIE | |
| Serial Number: | 86880474 | CHANCHITO | |
| Serial Number: | 86888088 | LIVE EVERY DAY LIKE IT'S THE WKND. | |
| Serial Number: | 86880483 | FOLLY OF THE BEAST | |
| Serial Number: | 86880489 | LIKELIHOOD OF CONFUSION | |
| Serial Number: | 86777932 | ACE IN THE HOLE | |
| Serial Number: | 86972566 | DÉCLASSÉ | |
| Serial Number: | 86972572 | RESTLESS EARTH | |
| Serial Number: | 86955273 | FIELD THEORY | |
| Serial Number: | 87077891 | FINKE'S WIDOW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6506440520 | | |
| <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: | 6506483802 | | |
| Email: | patty@pattycheng.com | | |
| Correspondent Name: | Patty Cheng | | |
| Address Line 1: | 2625 MIDDLEFIELD ROAD, SUITE 215 | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94306 | | |

OP \$265.00 86880466

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|---|-----------------|
| NAME OF SUBMITTER: | Patty Cheng |
| SIGNATURE: | /s/ Patty Cheng |
| DATE SIGNED: | 12/20/2016 |
| Total Attachments: 6 source=Winc - A&R IPSA - executed#page1.tif source=Winc - A&R IPSA - executed#page2.tif source=Winc - A&R IPSA - executed#page3.tif source=Winc - A&R IPSA - executed#page4.tif source=Winc - A&R IPSA - executed#page5.tif source=Winc - A&R IPSA - executed#page6.tif | |

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2016 (the "Agreement") between WINC, INC., a Delaware corporation formerly known as club W, Inc. ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement between Lender and Grantor dated as of October 5, 2015 and as amended from time to time (the "Loan Agreement") and that certain Intellectual Property Security Agreement dated as of October 5, 2015 (the "Original IPSA"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

This Agreement hereby amends and restates, without novation the Original IPSA.

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

WINC, INC.

LENDER:

WESTERN ALLIANCE BANK

By: 

By: _____

Name: MATT THELEN

Name: _____

Title: VP, LEGAL & COMPLIANCE

Title: _____

Address for Notices:

Address for Notices:

5340 ALLA RD, SUITE 108
LOS ANGELES, CA 90066

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

Attn: MATT THELEN

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered?</u> |
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EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| Mark / Title: | U.S. Serial Number: | Filing Date: |
|---|---------------------|--------------|
| FORMA DE VIDA | 86613857 | 4/29/15 |
| PAPER CRANE | 86743824 | 9/1/15 |
| IDEE FIXE | 86338825 | 7/16/14 |
| IF A TREE FALLS... | 86616018 | 4/30/15 |
| METAL MADE | 86613786 | 4/29/15 |
| WKND | 86737779 | 8/26/15 |
| COPYCAT | 86591379 | 4/8/15 |
| UPSWELL | 86360710 | 8/7/14 |
| BIG BEAT | 86436693 | 10/28/14 |
| ALCHYMIST NOIR | 86368046 | 8/15/14 |
| QUARTINO | 86715728 | 8/5/15 |
| ALMA LIBRE | 86476133 | 12/10/14 |
| #TBT | 86498440 | 1/8/15 |
| ATAVIST | 86472347 | 12/5/14 |
| AU-DELA | 86707303 | 7/28/15 |
| THE INDEPENDENT | 86359962 | 8/7/14 |
| PUFFERFISH | 86472343 | 12/5/14 |
| PERSONAL PROPERTY | 86472334 | 12/5/14 |
| RUZA | 86460598 | 11/20/14 |
| CHOP SHOP | 86452459 | 11/12/14 |
| NEW NATIVE | 86452450 | 11/12/14 |
| FOG LAND | 86452444 | 11/12/14 |
| UN PASO MAS | 86452434 | 11/12/14 |
| POTAGER | 86416078 | 6/30/15 |
| LUMINEUSE | 86406410 | 9/25/14 |
| KIN + COUNTRY | 86368462 | 8/15/14 |
| BIG FRIENDLY GRAPE | 86551345 | 3/3/15 |
| COWTOWN | 86416060 | 10/6/14 |
| SUPERCLUSTER | 86409040 | 9/29/14 |
| PRETTY YOUNG THING | 86409036 | 9/29/14 |
| PACIFICANA | 86407349 | 9/26/14 |
| A SMILE AND A WINK | 86406404 | 9/25/14 |
| PRISMUS | 86406390 | 9/25/14 |
| LAUGHING OWL | 86508952 | 1/20/15 |
| ENDGAME | 86506170 | 1/16/15 |
| LA MULETA | 86501354 | 1/12/15 |
| LITTLE SUR | 86357089 | 8/4/14 |
| CASA DE LILA | 86357081 | 8/4/14 |
| L'ATELIER DU SUD | 86341491 | 7/18/14 |
| SUMMER WATER | 86567030 | 3/17/15 |
| FACEPALM | 86551349 | 3/3/15 |
| THE BLUFFER | 86530677 | 3/22/16 |
| SALIENT | 86340846 | 6/2/15 |
| CHOMMIE | 86880466 | 1/20/16 |
| CHANCHITO | 86880474 | 1/20/16 |
| LIVE EVERY DAY LIKE IT'S THE WEEKEND | 86888088 | 1/27/16 |

| Mark / Title: | U.S. Serial Number: | Filing Date: |
|-------------------------|---------------------|--------------|
| AIRFALL | 86340843 | 7/17/14 |
| QUESTO QUELLO | 86493614 | 12/31/14 |
| RAP | 86498895 | 1/8/15 |
| UNDERCARD | 86498870 | 1/8/15 |
| WILHELMINA | 86498857 | 1/8/15 |
| ZWICKER | 86493625 | 12/31/14 |
| WONDERFUL WINE CO | 86320375 | 6/25/14 |
| HONEY BEAST | 86613826 | 4/29/15 |
| SO THIS HAPPENED ... | 86357085 | 8/4/14 |
| FUNK ZONE | 86357077 | 8/4/14 |
| STEEL KITTEN | 86451484 | 11/11/14 |
| DIME | 86463783 | 11/24/14 |
| ASH & IVORY | 86463780 | 11/24/14 |
| LE FERMIER | 86359952 | 8/17/14 |
| VILLE BASSE | 86359936 | 8/17/14 |
| RANDOM ACTS OF WINENESS | 86318022 | 6/23/14 |
| COQUINE | 86340848 | 7/17/14 |
| LOVES ME NOT | 86359949 | 8/7/14 |
| BRETHREN OF THE ROAD | 86152127 | 12/24/13 |
| WINC | 86316367 | 6/20/14 |
| AKOYA | 86340844 | 7/17/14 |
| ONE FROM THE QUIVER | 86320640 | 6/25/14 |
| FULL SLEEVE | 86338807 | 7/16/14 |
| BONDSMAN | 86406394 | 9/25/14 |
| PORTER & PLOT | 86109443 | 11/4/13 |
| BONATTI | 86498885 | 1/8/15 |
| PREGAME | 86340852 | 7/17/14 |
| CLUB W | 85349102 | 6/17/11 |
| FOLLY OF THE BEAST | 86880483 | 1/20/16 |
| LIKELIHOOD OF CONFUSION | 86880489 | 1/20/16 |
| ACE IN THE HOLE | 86777932 | 1/20/16 |
| DECLASSE | 86972566 | 4/12/16 |
| RESTLESS EARTH | 86972572 | 1/20/16 |
| FIELD THEORY | 86955273 | 3/28/16 |
| FINKE'S WIDOW | 87077891 | 6/20/16 |

EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published?</u> | <u>Issue Date:</u> |
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