

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM411417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palm Bay International, Inc.		12/27/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent		
Street Address:	10 South Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	3542198	AMERICA'S BEST GOURMET PIZZA	
Registration Number:	3865381	AWE OF AUTHENTICITY	
Registration Number:	4088354	BALTIMORE CLUB	
Registration Number:	3425539		
Registration Number:	3078894	BLUE FISH	
Registration Number:	1964442	BON APPLE TITE	
Registration Number:	3881753	EDGE VODKA	
Registration Number:	3558738	ELEVATING LIFE	
Registration Number:	3396809	GOURMET PIZZA CLASSIC	
Registration Number:	4210662	IL ROSCATO	
Registration Number:	4576653	INYCON	
Registration Number:	2582231	IT'S ALL ABOUT TASTE	
Registration Number:	2912102	IT'S ALL ABOUT TASTE	
Registration Number:	4965039	LUPINO	
Registration Number:	4210678	MIA ROSCATA	
Registration Number:	4210661	MIO ROSCATO	
Registration Number:	4626447	OAK ZERO	
Registration Number:	4407498	PALM BAY	
Registration Number:	3685004	PALM BAY INTERNATIONAL FINE WINES & SPIR	

OP \$990.00 3542198

Property Type	Number	Word Mark
Registration Number:	3399580	PETIT BISTRO
Registration Number:	3452170	PETIT BISTRO LABOURÉ - ROI
Registration Number:	4463822	PORTA PALO
Registration Number:	2601336	POSITIV
Registration Number:	4077433	RAISE YOUR EXPECTATIONS
Registration Number:	3345820	RED CANYON
Registration Number:	4527750	REDCLIFFE
Registration Number:	4163480	REEL RED
Registration Number:	4029886	ROSCATO
Registration Number:	4035652	SIMPLY CABERNET SAUVIGNON
Registration Number:	4035651	SIMPLY CHARDONNAY
Registration Number:	4035650	SIMPLY MERLOT
Registration Number:	2624664	START A TRADITION
Registration Number:	2900254	SUTTON & MAXWELL
Registration Number:	3865382	WINE LOVERS WELCOME
Registration Number:	4035649	WINE MADE SIMPLE
Registration Number:	4084737	WINIGMA
Serial Number:	86200408	BENISSIMO
Serial Number:	86599873	LAND & SEA
Serial Number:	86075323	THE MAD VINTNER

CORRESPONDENCE DATA

Fax Number: 2148558200

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.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	11605459
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	01/06/2017

Total Attachments: 4

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SECOND AMENDED AND RESTATED SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Palm Bay International, Inc., a Florida corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule I annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, N.A., a New York banking corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Second Amended and Restated Omnibus Pledge and Security Agreement, dated as of December 27, 2016 (as amended, restated, modified or supplemented from time to time, the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, Grantor is party to that certain Amended and Restated Security Agreement (Trademarks) dated as of March 28, 2014 (the "Original Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby (i) amend and restate the Original Trademark Security Agreement in its entirety and (ii) further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

As of the date hereof, the Original Trademark Security Agreement, shall be amended, restated and superseded in its entirety by this Assignment.

Grantee's address is JPMorgan Chase Bank, NA., 277 Park Avenue, 22nd Floor, New York, NY 10172, Attention of Palm Bay Account Officer.

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IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 21st day of December, 2016.

PALM BAY INTERNATIONAL, INC.

By: Marc D. Taub

Name: Marc D. Taub

Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
AMERICA'S BEST GOURMET PIZZA	3,542,198	12/2/2008
AWE OF AUTHENTICITY	3,865,381	10/19/2010
BALTIMORE CLUB	4,088,354	1/17/2012
BISTRO DESIGN	3,425,539	5/13/2008
BLUE FISH	3,078,894	4/11/2006
BON APPLE TITE AND DESIGN	1,964,442	3/26/1996
EDGE VODKA	3,881,753	11/23/2010
ELEVATING LIFE	3,558,738	1/6/2009
GOURMET PIZZA CLASSIC	3,396,809	3/11/2008
IL ROSCATO	4,210,662	9/18/2012
INYCON	4,576,653	7/29/2014
IT'S ALL ABOUT TASTE	2,582,231	6/18/2002
IT'S ALL ABOUT TASTE	2,912,102	12/21/2004
LUPINO	4,965,039	5/24/16
MIA ROSCATA	4,210,678	9/18/2012
MIO ROSCATO	4,210,661	9/18/2012
OAK ZERO	4,626,447	10/21/2014
PALM BAY	4,407,498	9/24/2013
PALM BAY INTERNATIONAL FINE WINES & SPIRITS STYLIZED AND DESIGN	3,685,004	9/22/2009
PETIT BISTRO	3,399,580	3/18/2008
PETIT BISTRO LABOURÉ - ROI	3,452,170	6/24/2008
PORTA PALO	4,463,822	1/7/2014
POSITIV	2,601,336	7/30/2002
RAISE YOUR EXPECTATIONS	4,077,433	12/27/2011
RED CANYON	3,345,820	11/27/2007
REDCLIFFE	4,527,750	5/13/2014
REEL RED	4,163,480	6/26/2012
ROSCATO	4,029,886	9/20/2011

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
SIMPLY CABERNET SAUVIGNON	4,035,652	10/4/2011
SIMPLY CHARDONNAY	4,035,651	10/4/2011
SIMPLY MERLOT	4,035,650	10/4/2011
START A TRADITION	2,624,664	9/24/2002
SUTTON & MAXWELL	2,900,254	11/2/2004
WINE LOVERS WELCOME	3,865,382	10/19/2010
WINE MADE SIMPLE	4,035,649	10/4/2011
WINIGMA	4,084,737	1/10/2012

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
BENISSIMO	86/200,408	2/21/2014
LAND & SEA	86/599,873	4/16/2015
THE MAD VINTNER	86/075,323	9/26/2013