

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drinks Holdings, Inc.		03/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Leanna Lynch		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87124198	HEARTWOOD & OAK	
Serial Number:	87124088	SNICKERDOODLE	
Serial Number:	87059851	BARCLAYS WINE	
Serial Number:	86762690	SNICKERDOODLE CHARDONNAY AUSTRALIA 2013A	
Serial Number:	86637247	DRINKS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	03/31/2017		
Total Attachments: 7			

CH \$140.00 87124198

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2017, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and DRINKS HOLDINGS, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 28, 2017 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor, DRINKS, LLC, a Delaware limited liability company, DRINKS LICENSING, LLC, a Delaware limited liability company, DRINKS INSIDERS, LLC, a Delaware limited liability company, and DRINKS MSWC, LLC, a Delaware limited liability company. 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:

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 or 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 Borrower 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.

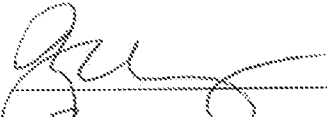
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in 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.

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

GRANTOR:

DRINKS HOLDINGS, INC.

By: 
Name: Gary Cooperman
Title: CEO

Address for Notices:
Attn: Gary Cooperman
1125 East Broadway, #173
Glendale, CA 91205
Fax: () _____
Email: gary@drinks.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:
Attn: Leanna Lynch
55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Fax: (408) 282-1681
Email: leanna.lynch@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

WEST275252993
355157-000266

TRADEMARK
REEL: 006024 FRAME: 0379

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

GRANTOR:

DRINKS HOLDINGS, INC.

By: _____

Name: _____


Title: _____

Address for Notices:

Attn: Gary Cooperman
1125 East Broadway, #173
Glendale, CA 91205
Fax: (____) _____
Email: gary@drinks.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Leanna Lynch _____

Title: AVP RM _____

Address for Notices:

Attn: Leanna Lynch
55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Fax: (408) 282-1681
Email: leanna.lynnch@bridgebank.com

{Signature Page to Intellectual Property Security Agreement}

WEST275252993
355157-000266

TRADEMARK
REEL: 006024 FRAME: 0380

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>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
HEARTWOOD & OAK	87124198	N/A		8/2/16
SNICKERDOODLE	87124088	N/A		8/2/16
BARCLAYS WINE	87059851	N/A		6/3/16
SNICKERDOODLE CHARDONNAY AUSTRALIA 2013ALC 13.5% BY VOL. 750 ML	86762690	N/A		9/21/15
DRINKS	86637247	N/A		5/21/15

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>