

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINERY EXCHANGE, INC.		04/04/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4850567	BREAD & BUTTER	
Serial Number:	86706492	ANDALUSIAN	
Registration Number:	4878033	FALABELLA	
Serial Number:	86475575	FOUR REINS	
Registration Number:	3965469	GRAND GATE CLUB	
Registration Number:	4621990	J	
Registration Number:	5142592	LIGHT HORSE	
Registration Number:	4709253		
Serial Number:	86738415	REATA	
Registration Number:	4886772	STRONG BOX	
Registration Number:	3913746	VALLEY GATE VINEYARDS	
Registration Number:	3913747	VALLEY GATE VINEYARDS	
Registration Number:	4081375	WHIPLASH	
Registration Number:	4709311		
Registration Number:	5082570	WINE GROWLerville	
Serial Number:	86192177	WINE GROWLerville	
CORRESPONDENCE DATA			

CH \$415.00 4850567

Fax Number: 3134968454

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: 3134967912

Email: berger@millercanfield.com

Correspondent Name: Kimberly A. Berger

Address Line 1: 150 West Jefferson

Address Line 2: Suite 2500

Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	Kimberly A. Berger
---------------------------	--------------------

SIGNATURE:	/Kimberly A. Berger/
-------------------	----------------------

DATE SIGNED:	04/04/2017
---------------------	------------

Total Attachments: 6

source=Comerica_WX_IP Security Agreement#page1.tif

source=Comerica_WX_IP Security Agreement#page2.tif

source=Comerica_WX_IP Security Agreement#page3.tif

source=Comerica_WX_IP Security Agreement#page4.tif

source=Comerica_WX_IP Security Agreement#page5.tif

source=Comerica_WX_IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 4, 2017 by WINERY EXCHANGE, INC., a California corporation ("Grantor"), to to COMERICA BANK, a Texas banking association, as agent for and on behalf of the Lenders (as defined below ("Secured Party" or "Agent").

RECITALS

A. Grantor, as borrower, certain financial institutions (the "Lenders"), and Agent have entered into a Revolving Credit Agreement dated January 5, 2011 (with all of its modifications, supplements, restatements, extensions, and renewals in effect from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement).

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Indebtedness, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement or any of the Loan Documents, 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the first date written above.

GRANTOR:

WINERY EXCHANGE, INC.,
a California corporation


By: 
John Gilmer
Its: Senior Vice President, Finance, HR &
Technology

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

Trademarks that are the subject of trademark registrations or trademark applications:	
BREAD & BUTTER	(including U.S. Reg. No. 4850567)
ANDALUSIAN	(including U.S. App. No. 86/706492)
FALABELLA	(including U.S. Reg. No. 4878033)
FOUR REINS	(including U.S. App. No. 86/475575)
GRAND GATE CLUB	(including U.S. Reg. No. 3965469)
J and Spur Design	(including U.S. Reg. No. 4621990)
LIGHT HORSE	(including U.S. Reg. No. 5142592)
Light Horse Design	(including U.S. Reg. No. 4709253)
REATA	(including U.S. App. No. 86/738415; E.U. Reg. No. 10770551; and China Reg. No. 10934625 in name of Madison Vineyard Holdings, LLC)
STRONGBOX	(including U.S. Reg. No. 4886772)
VALLEY GATE VINEYARDS	(including U.S. Reg. No. 3913746; and Int. Reg. 1062889 in name of Madison Vineyard Holdings, LLC)
VALLEY GATE VINEYARDS & Design	(including U.S. Reg. No. 3913747)
WHIPLASH	(including U.S. Reg. No. 4081375 and E.U. Reg. No. 15250401)
Whiplash Horse Design	(including U.S. Reg. No. 4709311)
WINE GROWLerville	(including U.S. Reg. No. 5082570 and U.S. App. No. 86/192177)

EXHIBIT C

Trademarks

Common Law Trademarks
AURELIUS
DOUBLE LARIAT
JAMIESON RANCH VINEYARDS
JRV
LIFE OUTSIDE THE LABEL
SILVER SPUR
SPUR WINE CLUB
SWEET JANE
VERSADA