

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEVERAGES & MORE, INC.		06/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	333 South Grand Avenue
Internal Address:	5th Floor Suite 5A
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4305242	BANNUS
Registration Number:	1970483	BEVERAGES, & MORE!
Registration Number:	2229099	BEVMO!
Registration Number:	3219702	BEVMO! BEVERAGES & MORE
Registration Number:	3734204	BEVMO!
Registration Number:	3569564	BEVMO!
Registration Number:	2187848	CLUBBEV!
Registration Number:	3734206	CLUBBEV!
Registration Number:	2772521	DAHLIA
Registration Number:	4345258	DOMAINE DAVID RICHARDS
Registration Number:	2871307	GINA
Registration Number:	3839124	JINGLE ALL THE WAY
Registration Number:	1022205	KAVLANA
Registration Number:	3902050	MAIN & GEARY
Registration Number:	1056239	SEÑORITA
Registration Number:	2258027	SOMBRA
Registration Number:	2167272	ST. ELMO

CH \$740.00 4305242

Property Type	Number	Word Mark
Registration Number:	3129465	STEVEN BANNUS
Registration Number:	3415355	TOWER BROOK
Registration Number:	4632903	TRIBUTUS
Registration Number:	4677754	THIRSTY TIMES
Registration Number:	5142273	NORDIC STAR
Registration Number:	5147129	PREACHER'S PARDON
Registration Number:	4792151	5 CENT SALE WINES
Registration Number:	4891787	CHALLIS LANE
Registration Number:	5034249	UNRULY
Serial Number:	87272751	KAVLANA
Serial Number:	86965103	UNRULY RAMPANT
Serial Number:	87268654	VINEYARD PARTNERS

CORRESPONDENCE DATA

Fax Number: 2124464900
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: 2124464800
Email: hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn Hayley Smith
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	41879-78
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	07/13/2017

Total Attachments: 6
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REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 30, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG THE COMPANY, THE DOMESTIC SUBSIDIARIES OF THE COMPANY FROM TIME TO TIME PARTY THERETO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS FIRST PRIORITY AGENT (AS DEFINED THEREIN), AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND PRIORITY AGENT (AS DEFINED THEREIN).

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of the 30th day of June, 2017, between BEVERAGES & MORE, INC., a Delaware corporation with its principal executive office at 1406 Willow Pass Road, Suite 900, Concord, CA 94520, (the “Company” or “Grantor”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), a national banking association with offices at 333 South Grand Avenue, 5th Floor Suite 5A, MAC: E2064-05A, Los Angeles, CA 90071, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS

WHEREAS, the Company and Wells Fargo, as Collateral Agent and as trustee (in such capacity, the “Trustee”), have entered into that certain Indenture, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”);

WHEREAS, the Company and the Collateral Agent have entered into that certain Security Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Company has granted a Lien on the Collateral (including the Marks, as that term is defined in the Security Agreement) to secure the Secured Obligations, as provided therein; and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement to Collateral Agent, for the benefit of the Secured Parties, for filing with the United States Patent and Trademark Office, and as further evidence of and to effectuate the security interests of Collateral Agent, for the benefit of the Secured Parties, in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Collateral Agent agree as follows:

1. Capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Security Agreement.
2. In order to secure prompt repayment of any and all of the Secured Obligations in accordance with the terms and conditions of the Indenture Documents and in order to secure prompt performance by the Grantor of each of its covenants and duties under the Indenture Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the

registered and applied for U.S. Marks owned by Grantor, including those set forth on Exhibit A hereto. For the avoidance of doubt, in no event shall the security interest granted hereunder attach to any "intent to use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

4. Following the End Date, this Trademark Security Agreement shall terminate and the Collateral Agent shall execute and deliver to the Grantor all such instruments as the Grantor reasonably may request to release any encumbrance in favor of the Collateral Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Collateral Agent pursuant to the Security Agreement.

5. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Collateral Agent shall be entitled to all rights, privileges, immunities and protections set forth in the Indenture and the Security Agreement in the acceptance, execution, delivery and performance of this Trademark Security Agreement as though fully set forth herein.

6. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties are more fully set forth in the Intercreditor Agreement, the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

7. This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

8. **THIS TRADEMARK SECURITY AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE**

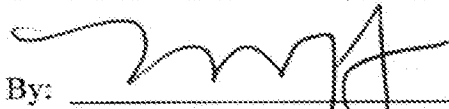
STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE PERFECTION, EFFECT OF PERFECTION OR NON-PERFECTION, AND PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL COVERED HEREBY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent respectively have caused this Trademark Security Agreement to be executed by officers duly authorized so to do on the date first above written.

GRANTOR:

BEVERAGES & MORE, INC.

By:  _____

Name: Mandy Fields

Title: Chief Financial Officer and Senior
Vice President

COLLATERAL AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: Maddy Hughes

Name: Maddy Hughes


Title: Vice President

BEVERAGES & MORE, INC.
Trademark Security Agreement

TRADEMARK
REEL: 006105 FRAME: 0012

EXHIBIT A

U.S. Trademark Applications and Registrations

Mark	Application/Registration Number
BANNUS	4,305,242
BEVERAGES, & MORE!	1,970,483
BEVMO!	2,229,099
BEVMO! BEVERAGES & MORE! (stylized)	3,219,702
BEVMO!	3,734,204
BevMo! (stylized)	3,569,564
CLUBBEV!	2,187,848
CLUBBEV!	3,734,206
DAHLIA	2,772,521
DOMAINE DAVID RICHARDS	4,345,258
GINA	2,871,307
JINGLE ALL THE WAY	3,839,124
KAVLANA	1,022,205
KAVLANA	(87/272,751)
MAIN & GEARY	3,902,050
SENRITA	1,056,239
SOMBRA	2,258,027
ST. ELMO	2,167,272
STEVEN BANNUS	3,129,465
TOWER BROOK	3,415,355
TRIBUTUS	4,632,903
THIRSTY TIMES	4,677,754
NORDIC STAR	5,142,273
PREACHER'S PARDON	5,147,129
5 CENT SALE WINES	4,792,151
CHALLIS LANE	4,891,787
UNRULY	5,034,249
UNRULY RAMPANT	(86/965103) ¹
VINEYARD PARTNERS 	(87/268654) ²

¹ Intent to Use

² Intent to Use