

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Beverage Group LLC		09/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Live Oak Banking Company		
Street Address:	1741 Tiburon Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28403		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4530968	COPY CAT	
Registration Number:	4871214	REPLICA	
Registration Number:	4974947	REPLICA	
Registration Number:	5000038	REPLICA	
Registration Number:	5028456	REPLICA	
Registration Number:	4995108	REPLICA RECOMMENDATION ENGINE	
Serial Number:	86878540	BRUTALLY HONEST	
Serial Number:	86878544	DELIBERATE	
Serial Number:	86878554	NO REMORSE	
Serial Number:	86878555	NOT SORRY	
Serial Number:	86878559	RESOLVED	
Serial Number:	86887118	SECRET'S OUT	
Registration Number:	5177715	STOLEN IDENTITY	
Registration Number:	5111181	JUST RIGHT	
Registration Number:	5111188	MISBEHAVED	
Registration Number:	5177719	KNOCKOFF	
Registration Number:	5070228	PICKPOCKET	
Registration Number:	5070229	RETROFIT	
Registration Number:	5197002	LABEL ENVY	
TRADEMARK			

OP \$690.00 4530968

Property Type	Number	Word Mark
Registration Number:	5075216	EMBELLISH
Serial Number:	87032930	SWING SET
Registration Number:	5171462	REPLICA
Registration Number:	5109933	IBG
Serial Number:	87114482	INTEGRATED BEVERAGE GROUP
Serial Number:	87171000	CARLY JANE
Serial Number:	87432308	INTEGRATED BEVERAGE GROUP
Serial Number:	87463658	SANGÁVE

CORRESPONDENCE DATA

Fax Number: 9013747565

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: 9015214592

Email: ctwombly@evanspetree.com

Correspondent Name: Evans Petree PC

Address Line 1: 1000 Ridgeway Loop Rd, Ste 200

Address Line 4: Memphis, TENNESSEE 38120

NAME OF SUBMITTER:	Corey Twombly
SIGNATURE:	/Corey Twombly/
DATE SIGNED:	09/28/2017

Total Attachments: 8

- source=4. Live Oak Bank - IBG - IP Security Agreement - IBG Executed#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of September 14, 2017, is made by and among Integrated Beverage Group, LLC, a Delaware limited liability company, whose address is 7000 Broadway, Suite 305, Denver, Colorado 80221 ("IBG"), Nexus Brands LLC, a Colorado limited liability company, whose address is 7000 Broadway, Suite 305, Denver, Colorado 80221 ("Nexus"), and Stone Wolf Vineyards, LLC, an Oregon limited liability company, whose address is 2155 NE Lafayette Avenue, McMinnville, Oregon 97128 ("SWV" and collectively and jointly and severally with IBG and Nexus, the "Grantors"), and Live Oak Banking Company, a North Carolina banking corporation, with an address of 1741 Tiburon Drive, Wilmington, North Carolina 28403 ("Secured Party");

WHEREAS, the Grantors have entered into a Loan Agreement of even date (the "Loan Agreement"), with the Secured Party.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, each Grantor has executed and delivered to the Secured Party that certain Security Agreement of even date, made by and among the Grantors in favor of the Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Intellectual Property Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "IP Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable

federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United

States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Signature Page to Intellectual Property Security Agreement

GRANTORS:

INTEGRATED BEVERAGE GROUP, LLC

By: G.
Title: CEO

NEXUS BRANDS, LLC

By: G.
Title: CEO

STONE WOLF VINEYARDS, LLC

By: G.
Title: CEO

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

STONE WOLF VINEYARDS LLC

Docket No. 2165-	Trademark	Application Number	Registration Number	Registration Date
180	The RASCAL [TM License]		3778333	Licensed from Hugh Hamilton
181	STONE WOLF VINEYARDS Class 25, 33		2409319	11/28/00
182	STONE WOLF VINEYARDS Class 31		2292867	11/16/99
183	THE GREAT OREGON WINE COMPANY	85267651	4014184	8/16/11
184	ROSE CITY	85267621	4165994	6/26/12
260	THE GREAT OREGON WINE COMPANY	87/183,596	5203864	5/16/2017
262	TGOWC New Logo	87/415,246		

NEXUS BRANDS, LLC

Docket No. 1013-	Trademark	Application Number	Registration Number	Registration Date
100	INSATIABLE	78930931	3309910	10/9/2007
102	TEMPEST	77006559	3303274	10/2/2007
103	ZINSATIONAL	77071995	3353121	12/11/2007
104	FRENCH PRESS	77094226	3353134	12/11/2007
108	SULTRY	77125231	3606530	4/14/2009
109	ZAMBA	77134208	3370112	1/15/2008
111	CABLE CAR	77129975	3363044	1/1/2008
112	CHESSMAN VINEYARDS	77129982	3353145	12/11/2007
123	IDYLLIC	77260930	3450707	2/17/2008
124	CARA MIA (my beloved)	77268741	3502787	9/16/2008
128	SUNFLOWER	77/301635	3667286	8/11/2009
129	RAIA	77324066	3541444	12/2/2008
131	CHIME	77326136	3588380	3/10/2009
134	MAGNESS (Supplemental)	77326153	3428966	5/13/2008
136	NEBULA	77339222	3719175	12/1/2009
137	(insatiable design)	77377813	3467756	7/15/2008
138	ZAMBA	77377811	3462207	7/8/2008
147	IL MURETTO	77470798	3568557	1/27/2009
154	SEA MIST	77534434	3825722	7/27/2010
165	LA TUA	77719668	3776148	4/13/2010
166	BELLA DONNA	77652921	3706844	11/3/2009
167	SONNET	77652922	3716781	11/24/2009
169	RESERVE LA JARDINIERE	77765330	3742235	1/26/2010
171	POSH	77805926	3990629	7/5/2011
175	MILE HIGH	77852397	4071113	12/13/2011
176	CONFETTI	77883963	4384219	8/13/2013
178	PYXIS	85041782	4161706	6/19/2012
180	Vintage Boulevard	85174507	4036296	10/4/2011
182	BIRDS OF PREY	85221767	3981706	6/21/2011
183	NEXUS WINES	85250345	4048314	11/1/2011
184	MERCATTO	85248139	4206906	9/11/2012
187	REAPER	85468623	4354781	6/18/2013
188	MAGNESS(2f)	85969656	4487788	2/25/2014
190	CHIME (Canada)	1753566	pending	
191	CARA MIA (Canada)	1751760	pending	
	NEXUS BRANDS		40090300	11/3/2015

INTEGRATED BEVERAGE GROUP LLC

Docket No. 2165-	Trademark	Application Number	Registration Number	Registration Date
106	COPY CAT	86/018,465	4530968	5/13/2014
122	REPLICA	86/130,684	4871214	12/15/2015
127	REPLICA (database)	86/716,513	4974947	6/7/2016
128	REPLICA (prod suggestion)	86/734,970	5000038	7/12/2016
129	Replica and Design	86/732,384	5028456	8/23/2016
174CA	REPLICA (Canada)	1751230	963,032	2/15/2017
178	Replica Recommendation Engine	86/839,459	4995108	7/5/2016
2165-185	BRUTALLY HONEST	86878540		
2165-186	DELIBERATE	86878544		
2165-191	NO REMORSE	86878554		
2165-192	NOT SORRY	86878555		
2165-195	RESOLVED	86878559		
2165-208	SECRET'S OUT	86887118		
2165-209	STOLEN IDENTITY	86887121	5177715	4/4/2017
2165-211	JUST RIGHT	86887126	5111181	12/27/2016
2165-217	MISBEHAVED	86887923	5111188	12/27/2016
2165-218	KNOCKOFF	86887919	5177719	4/4/2017
2165-221	PICKPOCKET	86958608	5070228	10/25/2016
2165-222	RETROFIT	86958610	5070229	10/25/2016
2165-223	LABEL ENVY	86958613	5197002	5/2/2017
2165-224	EMBELLISH	86958623	5075216	11/1/2016
2165-254	SWING SET	87/032,930		
2165-256	Replica and Design	87/154,013	5171462	3/28/2017
2165-257	IBG and Design	87/114,480	5109933	12/27/2016
2165-258	INTEGRATED BEVERAGE GROUP	87/114,482		
2165-259	CARLY JANE	87/171,000		
2165-263	INTEGRATED BEVERAGE GROUP	87/432,308		
2165-264	SANGAVE	87/463,658		