

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445884

| | | | |
|---|--------------------------------|---|--------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900422885 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stone Wolf Vineyards, LLC | | 09/14/2017 | Limited Liability Company: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Live Oak Banking Company | | |
| Street Address: | 1741 Tiburon Dr | | |
| City: | Wilmington | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28403 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2409319 | STONE WOLF VINEYARDS | |
| Registration Number: | 2292867 | STONE WOLF VINEYARDS | |
| Registration Number: | 4014184 | THE GREAT OREGON WINE COMPANY | |
| Registration Number: | 4165994 | ROSE CITY | |
| Registration Number: | 5203864 | THE GREAT OREGON WINE COMPANY | |
| Serial Number: | 87415246 | THE GREAT OREGON WINE COMPANY EST. 1998 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9013747565 | | |
| <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: | 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: | 10/04/2017 | | |

Total Attachments: 8

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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. | Trademark | Application Number | Registration Number | Registration Date |
|------------|-----------------------------------|--------------------|---------------------|-----------------------------|
| 2165- | | | | |
| 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 | | |