

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINC, INC.	FORMERLY club W, Inc.	12/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87554736	MATCHLOCK	
Serial Number:	87313020		
Serial Number:	87446423	DIVINER	
Serial Number:	87313258		
Serial Number:	87312935		
Serial Number:	87313268		
Serial Number:	87371087	DROP OF SUN	
Serial Number:	87078911	WINC	
Serial Number:	87191281	OUTER SOUNDS	
Serial Number:	87437296		
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

OP \$265.00 87554736

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	11/30/2017
Total Attachments: 6 source=Winc - A&R IPSA - executed (updated Nov 2017)#page1.tif source=Winc - A&R IPSA - executed (updated Nov 2017)#page2.tif source=Winc - A&R IPSA - executed (updated Nov 2017)#page3.tif source=Winc - A&R IPSA - executed (updated Nov 2017)#page4.tif source=Winc - A&R IPSA - executed (updated Nov 2017)#page5.tif source=Winc - A&R IPSA - executed (updated Nov 2017)#page6.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2016 (the "Agreement") between WINC, INC., a Delaware corporation formerly known as club W, Inc. ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement between Lender and Grantor dated as of October 5, 2015 and as amended from time to time (the "Loan Agreement") and that certain Intellectual Property Security Agreement dated as of October 5, 2015 (the "Original IPSA"). 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:

This Agreement hereby amends and restates, without novation the Original IPSA.

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 of 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 Grantor 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.

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

GRANTOR:

WINC, INC.

By: 

Name: MATT THLEN

Title: VP, LEGAL & COMPLIANCE

Address for Notices:

5340 ALVA RD, SUITE 100
LOS ANGELES, CA 90066

Attn: MATT THLEN

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Leanna Lynch

Title: Relationship Manager

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Serial Number:	Filing Date:
FORMA DE VIDA	86613857	4/29/15
PAPER CRANE	86743824	9/11/15
IDEE FIXE	86338825	7/16/14
IF A TREE FALLS...	86616018	4/30/15
METAL MADE	86613786	4/29/15
WKND	86737779	8/26/15
COPYCAT	86591379	4/8/15
UPSWELL	86360710	8/7/14
BIG BEAT	86436693	10/28/14
ALCHYMIST NOIR	86368046	8/15/14
QUARTINO	86715728	8/5/15
ALMA LIBRE	86476133	12/10/14
#TBT	86498440	1/8/15
ATAVIST	86472347	12/5/14
AU-DELA	86707303	7/28/15
THE INDEPENDENT	86359962	8/7/14
MARMONT	86340851	7/17/14
PUFFERFISH	86472343	12/5/14
PERSONAL PROPERTY	86472334	12/5/14
RUZA	86460598	11/20/14
CHOP SHOP	86452459	11/12/14
NEW NATIVE	86452450	11/12/14
FOG LAND	86452444	11/12/14
UN PASO MAS	86452434	11/12/14
POTAGER	86416078	10/6/14
LUMINEUSE	86406410	9/25/14
KIN + COUNTRY	86368462	8/15/14
BIG FRIENDLY GRAPE	86551345	3/3/15
COWTOWN	86416060	10/6/14
SUPERCLUSTER	86409040	9/29/14
PRETTY YOUNG THING	86409036	9/29/14
PACIFICANA	86407349	9/26/14
A SMILE AND A WINK	86406404	9/25/14
PRISMUS	86406390	9/25/14
LAUGHING OWL	86508952	1/20/15
ENDGAME	86506170	1/16/15
LA MULETA	86501354	1/12/15
LITTLE SUR	86357089	8/4/14
CASA DE LILA	86357081	8/4/14
L'ATELIER DU SUD	86341491	7/18/14
SUMMER WATER	86567030	3/17/15
FACEPALM	86551349	3/3/15
THE BLUFFER	86530677	2/10/15
SALIENT	86340846	7/17/14

Mark / Title:	U.S. Serial Number:	Filing Date:
AIRFALL	86340843	7/17/14
QUESTO QUELLO	86493614	12/31/14
ORIGINAL GRIS	86341469	7/18/14
RAP	86498895	1/8/15
UNDERCARD	86498870	1/8/15
WILHELMINA	86498857	1/8/15
OMBRE	86498846	1/8/15
ZWICKER	86493625	12/31/14
WONDERFUL WINE CO	86320375	6/25/14
HONEY BEAST	86613826	4/29/15
SO THIS HAPPENED ...	86357085	8/4/14
FUNK ZONE	86357077	8/4/14
STEEL KITTEN	86451484	11/11/14
DIME	86463783	11/24/14
ASH & IVORY	86463780	11/24/14
LE FERMIER	86359952	8/17/14
VILLE BASSE	86359936	8/17/14
RANDOM ACTS OF WINENESS	86318022	6/23/14
COQUINE	86340848	7/17/14
LOVES ME NOT	86359949	8/17/14
OH SNAP!	86530703	2/10/15
POP WORKS	86530682	2/10/15
BRETHREN OF THE ROAD	86152127	12/24/13
AGUA NEGRA	86340838	7/17/14
WINC	86316367	6/20/14
AKOYA	86340844	7/17/14
ONE FROM THE QUIVER	86320640	6/25/14
FULL SLEEVE	86338807	7/16/14
BONDSMAN	86406394	9/25/14
POP ROCKS	86368467	8/15/14
RECKLESS OPTIMISM	86367265	8/14/14
RAMBUTAN	86357091	8/4/14
PORTER & PLOT	86109443	11/4/13
BONATTI	86498885	1/8/15
PREGAME	86340852	7/17/14
CLUB W	85349102	6/17/11
MATCHLOCK	87554736	August 3, 2017
☼	87313020	January 25, 2017
DIVINER	87446423	May 11, 2017
◆ ◆ ◆	87313258	January 25, 2017
☼	87312935	January 25, 2017
☼	87313268	January 25, 2017
DROP OF SUN	87371087	March 14, 2017
WINC	87078911	June 21, 2016
OUTER SOUNDS	87191281	October 3, 2016
☼	87437296	May 4, 2017

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>