

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Banc Holdings, LLC		05/29/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Diamond Cellar Holdings, LLC		
Street Address:	6280 Sawmill Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5048977	LIQUIFY YOUR LUXURY	
Registration Number:	5048976	DIAMOND BANC LIQUIFY YOUR LUXURY	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215-7509		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	06/20/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of the 29th day of May, 2018 (the "Effective Date"), is made and entered into by and between Diamond Banc Holdings, LLC, an Ohio limited liability company (the "Grantor") and DIAMOND CELLAR HOLDINGS, LLC an Ohio limited liability company ("Lender").

WITNESSETH:

WHEREAS, the Grantor and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, the "Loan Agreement"), along with certain other documents, agreements, and instruments evidencing, securing, guaranteeing, or otherwise pertaining thereto (the "Loan Agreement Documents"), pursuant to which Lender has agreed, subject to certain terms and conditions, to purchase a note in the aggregate original principal amount of \$650,000.00 (the "Note") from the Grantor;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Loan Agreement;

WHEREAS, to induce Lender to purchase the Note, Grantor granted a security interest in substantially all of the Grantor's assets, including the IP Collateral (as defined below), pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, Grantor has agreed to execute this Agreement with respect to the perfection of the IP Collateral; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Grant of Security. The Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of 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");

(b) the copyright registrations, applications set forth in Schedule 2 hereto, and all extensions and renewals thereof (the "Copyrights");

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

(d) 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

(e) 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. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

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

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on Grantor and its successors and assigns (including a debtor-in-possession on behalf of Grantor), and shall inure to the benefit of, and be enforceable by, Lender and its successors and assigns.

6. Governing Law; Venue. This 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 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Grantor and Lender hereby consent to the jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court, for the Southern District of Ohio, Eastern Division and waive any contention that any such court is an improper venue for enforcement of this Agreement.

7. Amendments. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of Lender and Grantor.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first above written.

GRANTOR:


Diamond Banc Holdings, LLC
an Ohio limited liability company

By: Diamond Banc 2 LLC
Its: Administrative Member

By: 
Mills Menser, CEO

LENDER:

Diamond Cellar Holdings, LLC
an Ohio limited liability company

By: 
Robert Johnson
Partner

*Signature Page to
Intellectual Property
Security Agreement*

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor's right to use following trademarks pursuant to the License Agreement by and between Grantor and Diamond Banc 2 LLC, a Missouri limited liability company, dated May 29, 2018

<u>REGISTRATION NUMBER</u>	<u>REGISTERED DATE</u>
5,048,977	September 27, 2016
5,048,976	September 27, 2016

SCHEDULE 2

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Not applicable.