

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Wine Group LLC		06/26/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	87868777	WINES ACROSS THE WORLD
Serial Number:	87405148	WINES THAT ARE OUT OF THIS WORLD
Serial Number:	87242122	SAVOR LIKE NOWHERE ELSE
Serial Number:	87874915	I CAN TELL WE ARE GOING TO BE FRANZ
Serial Number:	87266601	POSSESS
Serial Number:	87869267	OSO LOCO
Serial Number:	87872266	SILVER EDGE
Serial Number:	87872272	SILVER GATE
Serial Number:	87903169	SURVIVAL INSTINCT
Serial Number:	87874912	UNICORN ELIXIR
Serial Number:	87874917	BEST FRANZ FOREVER
Serial Number:	87903170	LET YOUR CREATIVE JUICES FLOW
Serial Number:	87869344	THANK YOU FOR BEING A FRANZ
Serial Number:	87874916	THAT'S WHAT FRANZ ARE FOR

CORRESPONDENCE DATA

Fax Number: 6785532602

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.013000
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	06/26/2018

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

June 26, 2018

WHEREAS, THE WINE GROUP LLC, a Delaware limited liability company (“*Grantor*”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, The Wine Group, Inc., a California corporation (“*TWG Inc.*”), and The Wine Group LLC, a Delaware limited liability company (the “*Company*”, and together with TWG Inc., the “*Co-Issuers*”) have entered into that certain Amended and Restated Note Purchase Agreement dated as of July 1, 2016 (as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “*Note Purchase Agreement*”) with the holders of the Senior Noteholder Notes party thereto (collectively, together with their respective successors and assigns party to the Note Purchase Agreement from time to time, the “*Senior Noteholders*”) pursuant to which the Senior Noteholders have purchased the Senior Noteholder Notes from Co-Issuers, subject to the terms and conditions set forth in the Note Purchase Agreement; and

WHEREAS, Co-Issuers have entered into a Fifth Amended and Restated Credit Agreement dated as of June 26, 2018 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “*Credit Agreement*”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “*Lenders*”), and Coöperatieve Rabobank U.A., New York Branch (“*Rabobank*”), as Administrative Agent for the Lenders (in such capacity, “*Agent*”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Co-Issuers; and

WHEREAS, Co-Issuers may from time to time enter into one or more additional note purchase agreements and/or credit agreements and/or swap agreements (the “*Additional Agreements*”) with investors and/or lenders and/or swap providers which become parties to the Collateral Agency and Intercreditor Agreement referred to below pursuant to Section 5.06 thereof (such investors, lenders and swap providers being referred to herein as the “*Additional Creditors*”) in accordance with the terms of the Collateral Agency and Intercreditor Agreement; and

WHEREAS, the Senior Noteholders, Lenders and Rabobank, as Collateral Agent for and representative of (in such capacity herein called “*Secured Party*”) the Senior Noteholders, and Lenders have entered into, and upon their execution of a Counterpart, Additional Creditors will enter into that certain Fourth Amended and Restated Collateral Agency and Intercreditor Agreement dated as of June 26, 2018 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “*Collateral Agency and Intercreditor Agreement*”) pursuant to which the Senior Noteholders and Lenders have appointed, and upon their execution of a Counterpart, Additional Creditors will appoint Secured Party, and Secured Party has agreed to act, as agent for the Senior Noteholders, Lenders and Additional Creditors hereunder; and

WHEREAS, pursuant to the terms of a Fourth Amended and Restated Security Agreement dated as of June 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among Grantor, Co-Issuers, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “*Trademark Collateral*”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “*Trademarks*”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “*Trademark Registrations*”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “*Trademark Rights*”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “*Associated Goodwill*”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “*proceeds*” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Grant of Trademark Security Interest may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Grant of Trademark

Security Interest or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE WINE GROUP LLC,
a Delaware limited liability company

By: TWG Manager, Inc.,
a California corporation,
its Manager

By:



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Name: John Sutton
Title: CFO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Serial/Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Wine Group LLC	WINES ACROSS THE WORLD	87-868,777	N/A	N/A
The Wine Group LLC	WINES THAT ARE OUT OF THIS WORLD	87-405,148	N/A	N/A
The Wine Group LLC	SAVOR LIKE NOWHERE ELSE	87-242,122	N/A	N/A
The Wine Group LLC	I CAN TELL WE ARE GOING TO BE FRANZ	87-874,915	N/A	N/A
The Wine Group LLC	POSSESS	87-266,601	N/A	N/A
The Wine Group LLC	OSO LOCO	87-869,267	N/A	N/A
The Wine Group LLC	SILVER EDGE	87-872,266	N/A	N/A
The Wine Group LLC	SILVER GATE	87-872,272	N/A	N/A
The Wine Group LLC	SURVIVAL INSTINCT	87-903,169	N/A	N/A
The Wine Group LLC	UNICORN ELIXIR	87-874,912	N/A	N/A
The Wine Group LLC	BEST FRANZ FOREVER	87-874,917	N/A	N/A
The Wine Group LLC	LET YOUR CREATIVE JUICES FLOW	87-903,170	N/A	N/A
The Wine Group LLC	THANK YOU FOR BEING A FRANZ	87-869,344	N/A	N/A
The Wine Group	THAT'S WHAT	87-874,916	N/A	N/A

LLC	FRANZ ARE FOR			
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