

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral agent		11/01/2018	Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Winebow, Inc.		
Street Address:	75 Chestnut Ridge Road		
City:	Montvale		
State/Country:	NEW JERSEY		
Postal Code:	07645		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4384386	24 KNOTS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1009102 TM 1L ASSET SALE		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	11/02/2018		
Total Attachments: 4			
source=#91440930v1 - (Meritage - Trademark Release (Asset Sale 1L TL))#page2.tif			
source=#91440930v1 - (Meritage - Trademark Release (Asset Sale 1L TL))#page3.tif			

OP \$40.00 4384386

source=#91440930v1 - (Meritage - Trademark Release (Asset Sale 1L TL))#page4.tif

source=#91440930v1 - (Meritage - Trademark Release (Asset Sale 1L TL))#page5.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), is entered into as of November 1, 2018 by **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (as defined in the Trademark Security Agreement referred to below) (in such capacity, the "Agent") in connection with the grant of security interests in certain trademarks by the Grantors party to the Trademark Security Agreement referred to below (collectively, the "Assignors"), in favor of the Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in (i) the First Lien Security Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among Winebow Holdings, Inc. ("Winebow"), The Vintner Group, Inc. ("Vintner"), The Winebow Group, LLC ("Holdings") and the Subsidiary Guarantors party thereto from time to time and the Agent or (ii) the First Lien Term Loan Credit Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among Winebow, Vintner, Holdings, the lenders party thereto from time to time and the Agent, as applicable.

WITNESSETH:

WHEREAS, the Assignors entered into an agreement with the Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2014 (the "Trademark Security Agreement") for the purpose of providing certain Trademarks as collateral security for the payment and performance of certain obligations of the Assignors to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Liens on and security interests in the Trademark Collateral (as defined below);

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

1. Definitions. The term "Trademark Collateral", as used herein, means the Trademark listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Trademark Collateral to the Assignors.

3. Further Assurances. The Agent shall, at the Assignors' sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Assignors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Assignors to more fully and effectively effectuate the purposes of this Termination and Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Agent

By: Melissa Mullis
Name: Melissa Mullis
Title: Assistant Vice President

[Signature Page to Trademark Release - Asset Sale IL TL]

TRADEMARK
REEL: 006476 FRAME: 0912

SCHEDULE A

Trademark	Ownership	U.S. Registration No.	Registration Date
24 KNOTS	Winebow, Inc. – 75% (DE corporation) Scheid Vineyards California, Inc. – 25% (CA corporation)	4,384,386	March 1, 2011