

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINE.COM, LLC	FORMERLY Wine.com, Inc.	11/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Middle Market Lending Corp.		
Street Address:	225 W. WASHINGTON STREET, 21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4549996	90+ RATED WINES UNDER \$20 WORLD'S BEST S	
Registration Number:	3952881	WINESHOPPER	
Registration Number:	3512515	WINE.COM	
Registration Number:	2528961	GRAND GOURMET	
Registration Number:	2498220		
Registration Number:	2611707		
Registration Number:	2603774		
Registration Number:	1960082	A.K.A. GOURMET	
Registration Number:	4257290	STEWARDSHIP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18593275		

CH \$240.00 4549996

NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/12/2019
Total Attachments: 7 source=Intellectual Property Security Agreement [Executed]#page1.tif source=Intellectual Property Security Agreement [Executed]#page2.tif source=Intellectual Property Security Agreement [Executed]#page3.tif source=Intellectual Property Security Agreement [Executed]#page4.tif source=Intellectual Property Security Agreement [Executed]#page5.tif source=Intellectual Property Security Agreement [Executed]#page6.tif source=Intellectual Property Security Agreement [Executed]#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of November 14, 2018, is made by WINE.COM, LLC, a Delaware limited liability company (formerly known as Wine.com, Inc., a Delaware corporation) (“Grantor”), in favor of Goldman Sachs Middle Market Lending Corp., as agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below.

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), among Grantor, Wine.com, Inc., the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the “Lenders”), and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Collateral Agreement), among Grantor, the other grantors party thereto, and Agent, as agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantor in, to and under the Intellectual Property Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether presently existing or hereafter arising or acquired:

(a) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 1, and (iii) all rights to obtain any reissues or extensions of the foregoing (collectively, the “Patents”);

(b) all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 1 (the “Patent Licenses”);

(c) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 2, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks");

(d) each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 2 (the "Trademark Licenses");

(e) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Schedule 3, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing (collectively, the "Copyrights");

(f) all written agreements naming any Grantor as licensor or licensee, including those listed on Schedule 3, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (the "Copyright Licenses"); and

(g) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

This Agreement shall be a contract made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by telecopy or other electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

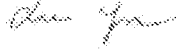
WINE.COM, LLC, as Grantor

By: 
Name: Richard Bergsund
Title: President and Chief Executive Officer

ACKNOWLEDGED:

GOLDMAN SACHS MIDDLE MARKET
LENDING CORP., as Agent

By: _____



Name: David Yu

Title: Authorized Signatory


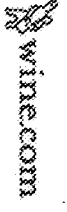



SCHEDULE 1
to
Intellectual Property Security Agreement

PATENTS AND PATENT LICENSES

Grantor	Patent Description	Patent Number	Registration Date	Patent Application Number	Application Date
Wine.com, LLC	INFORMATIVE PACKAGING AND WRAPPING PRODUCT	9,211,973	12/15/205	13/286158	10/31/2011

SCHEDULE 2
to
Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Wine.com, LLC		85/739067	4549996	09/26/2012	06/17/2014
Wine.com, LLC	WINESHOPPER	85/122943	3952881	09/03/2010	04/26/2011
Wine.com, LLC		78/517267	3512515	11/15/2004	10/07/2008
Wine.com, LLC	GRAND GOURMET	75/817949	2528961	10/08/1999	01/15/2002
Wine.com, LLC		76/133693	2498220	09/21/2000	10/16/2001
Wine.com, LLC		76/133692	2611707	09/21/2000	08/27/2002
Wine.com, LLC		76/133691	2603774	09/21/2000	08/06/2002
Wine.com, LLC	A.K.A. GOURMET	74/636895	1960082	02/21/1995	03/05/1996
Wine.com, LLC	STEWARDSHIP	85/605908	4257290	04/23/2012	12/11/2012

SCHEDULE 3
to
Intellectual Property Security Agreement

COPYRIGHTS

Grantor	Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application Date
Wine.com, LLC	Introduction to Wine Tasting with Bob Betz, Master of Wine	01/27/2005	PA 1-266-743	12/08/2004