

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINEACCESS, INC.		03/03/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	75936950	MATCHBACK	
Serial Number:	75936951	SOMMELIERSONLINE.COM	
Serial Number:	75936952	LOG ON	
Serial Number:	75936997	WINEACCESS.COM	
Serial Number:	75936998	YOU'VE GOT WINE	
Serial Number:	75936999	YOU' VE GOT WINE¿	
Serial Number:	77043800	WINE ACCESS	
Serial Number:	88092094	GIGANTOR	
Serial Number:	88150436	IDIOSYNCRASY	
Serial Number:	88187106	HALPIN	
Serial Number:	88197236	APPLIQUE	
Serial Number:	88236086	KINFOLK	
Serial Number:	88260643	COLOR AND SOUND	
Serial Number:	88260636	EDITORIAL	
Serial Number:	88265818	MOUNDSMAN	
Serial Number:	88283468	GRAWLIX	
Serial Number:	88293403	PIECE OF WORK	
Serial Number:	88376057	OFF THE CUFF	

OP \$515.00 75936950

Property Type	Number	Word Mark
Serial Number:	88376055	PAS DE CHEVAL
Serial Number:	88376046	WOLFE GRADE

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	07/25/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 3, 2017 by and between COMERICA BANK ("Bank") and WINEACCESS, INC., a Pennsylvania corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and WINEACCESS HOLDINGS, INC. dated April 1, 2015 (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of the date hereof, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

120 E. Lancaster Avenue
Ardmore, PA 19003
Attn: Benoit Vialle

WINEACCESS, INC.

By: 

Name: Benoit Vialle

Title: President

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Name: MELANIE DUVALTO

Title: FIRST VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006703 FRAME: 0512

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

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EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None		

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MATCHBACK	75936950	3/6/00
SOMMELIERSONLINE.COM	75936951	3/6/00
LOG ON	75936952	3/6/00
WINEACCESS	75936996	3/6/00
WINEACCESS.COM	75936997	3/6/00
YOU'VE GOT WINE	75936998	3/6/00
"YOU'VE GOT WINE..."	75936999	3/6/00
WINE ACCESS	77043800	11/14/06
WINEACCESS DIRECT	77183272	5/17/07
DIRECT FROM THE SOURCE	85222095	1/20/11
THE COLD CASE	85348472	6/16/11
BETTER THAN AIR	86419504	10/9/14
GIGANTOR	88092094	8/24/18
IDIOSYNCRASY	88150436	10/10/18
HALPIN	88187106	11/8/18
APPLIQUE	88197236	11/16/18
KINFOLK	88236086	12/19/18
COLOR AND SOUND	88260643	1/14/19
EDITORIAL	88260636	1/14/19
MOUNDSMAN	88265818	1/17/19
GRAWLIX	88283468	1/31/19
PIECE OF WORK	88293403	2/7/19
OFF THE CUFF	88376057	4/8/19
PAS DE CHEVAL	88376055	4/8/19

WOLFE GRADE

88376046

4/8/19