

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRINKS HOLDINGS, INC.		06/07/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOTTLEOFWHITEBOTTLEOFRED, LLC		
<b>Street Address:</b>	5100 W. JB HUNT DR., SUITE 1030		
<b>City:</b>	ROGERS		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72758		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5263284	SNICKERDOODLE CHARDONNAY AUSTRALIA 2013A	
<b>Registration Number:</b>	5244451	SNICKERDOODLE	
<b>Registration Number:</b>	3241874	WINE INSIDERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>			
<b>Phone:</b>	2149326400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	RYAN DURHAM		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 2:</b>	MCGUIREWOODS LLP		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2070547-0003		
<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez		
<b>SIGNATURE:</b>	/Stephanie Hernandez/		
<b>DATE SIGNED:</b>	09/05/2019		
<b>Total Attachments: 12</b>			
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THE SECURITY INTEREST EVIDENCED BY THIS AGREEMENT IN FAVOR OF THE SECURED PARTIES AND THE ENFORCEMENT AND OTHER RIGHTS RELATING THERETO ARE SUBORDINATED PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 7, 2019, BY AND AMONG PACIFIC MERCANTILE BANK AND THE SECURED PARTIES THERETO (AS THE SAME MAY BE AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), INCLUDING, WITHOUT LIMITATION, THAT NO ENFORCEMENT ACTION MAY BE TAKEN BEFORE THE PAYMENT IN FULL IN CASH OF THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT).

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is made effective as of June 7, 2019, by and among DRINKS HOLDINGS, INC., a Delaware corporation, (the "Grantor"), and BOTTLEOFWHITEBOTTLEOFRED, LLC, a Delaware limited liability company (the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Note (defined below).

### RECITALS

WHEREAS, pursuant to that certain Secured Convertible Promissory Note, dated as of June 7, 2019, between Grantor and Lender (the "Note"), Grantor sold to Lender, and Lender purchased from Grantor, the Note pursuant to the terms set forth therein;

NOW, THEREFORE, subject to the terms and conditions set forth in the Note and the Transaction Documents, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor's Obligations under the Note, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to all Intellectual Property rights held by Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the "IP Collateral"):

(a) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule A attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule C attached hereto (collectively, the "Copyrights");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of Grantor's United States Trademarks is set forth on Schedule A.

(b) Patents. A true and correct list of all of Grantor's United States Patents is set forth on Schedule B.

(c) Copyrights. A true and correct list of all of Grantor's United States Copyrights is set forth on Schedule C.

(d) Domain Names. A true a correct list of all Grantor's Domain Names is set forth on Schedule D.

3. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

4. Assignment. Upon the occurrence and during the continuance of an Event of Default beyond any applicable cure period, Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

5. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and Grantor shall give notice thereof in writing to Lender within thirty (30) days of the end of the applicable fiscal quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

6. Power of Attorney. Grantor hereby irrevocably grants to Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining Grantor's approval thereof or signature thereto), but after providing notice to Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file, and pursue (in the sole discretion of Lender without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default beyond any applicable cure period, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Note has been terminated (except for any obligations designated under the Note as continuing on an unsecured basis).

7. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all Grantor's Obligations secured hereby unconditionally and indefeasibly or (b) the termination of the Note (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured Lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

8. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement by and between Grantor, Lender, and the other secured parties set forth therein (the "Security Agreement"). The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Transaction Documents, the provisions of the Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

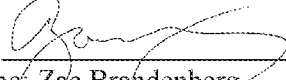
**(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.**

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement to be effective as of the date first written above.

**GRANTOR:**

**DRINKS HOLDINGS, INC.**

By:   
Name: Zac Brandenburg  
Title: Chief Executive Officer

**LENDER:**

**BOTTLEOFWHITEBOTTLEOFRED, LLC.**

By: Kayne Newroad Ventures Fund II, L.P., its  
managing member

By: \_\_\_\_\_  
Name: Clete Brewer  
Title: Authorized Member of the General Partner

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement to be effective as of the date first written above.

**GRANTOR:**

**DRINKS HOLDINGS, INC.**

By: \_\_\_\_\_

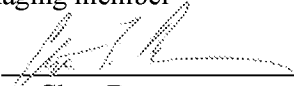
Name: Zac Brandenburg

Title: Chief Executive Officer

**LENDER:**

**BOTTLEOFWHITEBOTTLEOFRED, LLC.**

By: Kayne Newroad Ventures Fund II, L.P., its  
managing member

By:  \_\_\_\_\_

Name: Clete Brewer

Title: Authorized Member of the General Partner



**SCHEDULE A**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Trademark: SNICKERDOODLE CHARDONNAY AUSTRALIA 2013ALC 13.5% BY VOL. 750 ML	5263284	8/15/2017
Trademark: SNICKERDOODLE	5244451	7/18/2017
Service Mark: WINE INSIDERS	3241874	5/15/2007

**SCHEDULE B**

**Patents and Patent Applications**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patent Application Pending:  WINE LABEL AFFINITY SYSTEM AND METHOD	15/288581	October 7, 2016

**SCHEDULE C**

**Copyrights Registered with the United States Copyright Office**

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

## SCHEDULE D

### Domain Names

#### Description

1. 5dollar.wine
2. 5dollarwine.club
3. 5dollarwineclub.com
4. aarpwineoffer.com
5. afternoondelightwine.com
6. afternoondelightwines.com
7. atasteofcaliforniawine.com
8. atasteofcaliforniawines.com
9. bakerspluswine.com
10. bar-wine.com
11. barelaysbin.com
12. barelayswineemail.com
13. barelayswines.com
14. barelaywine.com
15. barelaywines.com
16. bayshorevintners.com
17. bearcovecellars.com
18. bearcovewines.com
19. bearhugwines.com
20. bevbistro.com
21. beveragebistro.com
22. blackfoxwinery.com
23. blackfoxwines.com
24. burkefamilycellars.com
25. caladepoeti.com
26. canneryrowcellars.com
27. ch-wine.com
28. citymarketwine.com
29. cuveejoelle.com
30. drinks.cloud
31. drinks.com
32. drinksbrands.com
33. drinksemail.com
34. drinksholdings.com
35. drinkslicensing.com
36. drnks.net

37. drnks.wine
38. edrinks.com
39. fairoakswine.com
40. fivedollarwine.club
41. fivedollarwine.com
42. fivedollarwineclub.com
43. food4lesswine.com
44. foodscowine.com
45. franklinmintwine.com
46. fredmeyerwine.com
47. frysfoodwine.com
48. gejascellars.com
49. gejaswines.com
50. gejawines.com
51. gerbeswine.com
52. getheartwoodandoak.com
53. greatwineoffer.com
54. greatwineoffer1.com
55. gulp.wine
56. h-oak.com
57. heartwoodandoak.com
58. heartwoodandoakorders.com
59. heartwoodnoak.com
60. hemispheres.wine
61. idrinks.com
62. jamesandbellwinery.com
63. jennawines.com
64. kingsooperswine.com
65. krhwines.com
66. krogerwine.com
67. lapetiteturwinery.com
68. lapetiteturwines.com
69. maggianos.wine
70. maisongourmand.com
71. martha.wine
72. marthastewart.wine
73. marthawineco.com
74. monarchglenvintners.com
75. monarchglenwines.com
76. mooncrestwinery.com
77. ms-wine.com

78. nowinesplaining.com
79. ohmy.wine
80. qfewine.com
81. ralphswine.com
82. saddlehorncellars.com
83. sierratrailswinery.com
84. smithsfooddrugwine.com
85. specialwinedeal.com
86. specialwinedeal1.com
87. specialwineoffer.com
88. specialwineoffer1.com
89. spencerfamilyvineyards.com
90. spencerfamilywines.com
91. stoneandglasswines.com
92. tasteofcaliforniawine.com
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94. troonwine.com
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103. wineinsiders.org
104. wineinsidersdeals.com
105. wineryinsider.com
106. winesplaining.com
107. yellowlabcab.com