

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saxco Brick Holdings, LLC		08/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street, 4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3178460	GREAT TIMES GREAT WINES	
CORRESPONDENCE DATA			
Fax Number:	7137513290		
<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:	7137513200		
Email:	rdpatel@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1100 Louisiana Street		
Address Line 2:	Suite 4000		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Rajesh D. Patel		
SIGNATURE:	/Rajesh D. Patel/		
DATE SIGNED:	09/09/2019		
Total Attachments: 6			
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AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST
August 20, 2019

This Amended and Restated Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of the date hereof, by SAXCO BRICK HOLDINGS, LLC, a Delaware limited liability company, located at 1855 Gateway Blvd., Suite 400, Concord, CA 94520 (“**Grantor**”), in favor of ANKURA TRUST COMPANY, LLC, located at 140 Sherman Street, 4th Floor, Fairfield, CT 06824, not in its individual capacity but solely as Administrative Agent (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Saxco International, LLC, a Delaware limited liability company (“**Company**”) has entered into an Amended and Restated Credit Agreement, dated as of August 20, 2019 (said Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the lenders named therein (such lenders collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Secured Party, as Administrative Agent for the Lenders 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 Company;

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Swap Counterparties;

WHEREAS, Grantor has executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as of the date hereof (said Amended and Restated Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof (said Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party is a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

WHEREAS, Grantor entered into that certain Grant of Trademark Security Interest dated as of September 30, 2016 (the “**Existing Grant of Trademark Security Interest**”), which was subsequently filed and recorded in the United States Patent and Trademark Office on October 4, 2016, Reel 5889, Frame 0674, pursuant to which Grantor granted to BNP Paribas, as administrative agent for the Lenders and predecessor in interest to the Administrative Agent, a security interest in the Trademark Collateral;

WHEREAS, in connection with the Credit Agreement, upon the terms and subject to the conditions set forth herein, Grantor is required to amend and restate the Existing Grant of Trademark Security Interest in its entirety by entering into this Grant of Trademark Security Interest; and

WHEREAS, it is the intention of the Grantor that this Grant of Trademark Security Interest shall not constitute a novation of the Existing Grant of Trademark Security Interest and that this Grant of Trademark Security Interest shall amend and restate in its entirety the Existing Grant of Trademark Security Interest;

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, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, as collateral security for the Secured Obligations of Grantor, Grantor hereby assigns to Secured Party, and hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to all of the following (including all rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use), in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it exists on the date of the Security Agreement, or as it may thereafter be amended in the State of New York (the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, 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 trademark applications and trademark registrations set forth on **Schedule A** annexed hereto) (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 set forth on **Schedule A** annexed hereto) (collectively, 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 (collectively, the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (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. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extend to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

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.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant of Trademark Security Interest is executed and delivered by Grantor in amendment, restatement and renewal of, and renews and extends any and all liens and security interests granted pursuant to, the Existing Grant of Trademark Security Interest, and Grantor acknowledges and agrees that this Grant of Trademark Security Interest is not intended to, nor shall it, constitute a novation of the Existing Grant of Trademark Security Interest.

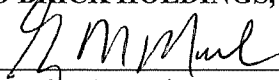
THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Trademark Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Trademark Security Interest by signing and delivering one or more counterparts.

[The remainder of this page is intentionally left blank.]

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 set forth above.

SAXCO BRICK HOLDINGS, LLC

By: 
Name: Guy Marsala
Title: Chief Executive Officer

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

<u>Mark</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status of Registration</u>	<u>Current Owner / Applicant</u>
Great Times Great Wines	27-MAY-2005	3178460	28-NOV- 2006	Registered	Saxco Brick Holdings, LLC ¹

¹ From the documents recorded with the USPTO, Saxco Brick Holdings, LLC appears to be the legal owner of this registration; however, the USPTO identifies Brick Packaging Corporation, Inc. as the owner of record. The assignment to Saxco Brick Holdings, LLC will need to be refiled (as the names are correct on that) with a cover sheet for a corrective assignment.