

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WCRC Holdings LLC		10/03/2019	Limited Liability Company: TEXAS
60VRC Holdings LLC		10/03/2019	Limited Liability Company: TEXAS
ICRC Holdings LLC		10/03/2019	Limited Liability Company: TEXAS
MSRC Holdings LLC		10/03/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Branch Banking and Trust Company		
Street Address:	2001 Ross Avenue, 27th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5129785	VINE HUGGERS	
Registration Number:	5130269	VINE HUGGERS	
Registration Number:	3959847	WHISKEY CAKE	
Registration Number:	4544970	MEXICAN SUGAR	
Registration Number:	4882778	IDA CLAIRE	
Registration Number:	5115365	SIXTY VINES	
Registration Number:	5571214	SIXTY VINES	
Registration Number:	5218543	6	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		

TRADEMARK

Correspondent Name: Becky L. Troutman, Esq.
Address Line 1: 101 California St.
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 180364.00002

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 10/07/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is entered into as of October 3, 2019 by and among WCRC Holdings LLC, a Texas limited liability company, 60VRC Holdings LLC, a Texas limited liability company, ICRC Holdings LLC, a Texas limited liability company and MSRC Holdings LLC, a Texas limited liability company (each, a “Grantor” and collectively the “Grantors”), and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (collectively with its successors and permitted assigns, the “Lender”).

BACKGROUND

Whiskey Cake Holdings, LLC, a Texas limited liability company (“Holdings”), each Grantor, each other Subsidiary of Holdings on the Closing Date and each Subsidiary of Holdings who shall be joined as a party thereto after the Closing Date (together with Holdings, the “Loan Parties”), and the Lender are entering into a Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

In connection with the Credit Agreement, the Loan Parties executed and delivered that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Lender, pursuant to which each Grantor is required to execute and deliver this Agreement.

Each Grantor is entering into this Agreement in order to induce the Lender to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations (as defined in the Security Agreement) that such Grantor has agreed to guarantee pursuant to Article XI of the Credit Agreement.

ACCORDINGLY, the Grantors and the Lender, hereby agree as follows:

ARTICLE I DEFINITIONS; OTHER TERMS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in UCC. Capitalized terms used herein which are defined in the UCC and which are not otherwise defined in this Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” has the meaning assigned to it in the Security Agreement.

“Licenses” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) Copyright Licenses (as defined in the Security Agreement), (b) Trademark Licenses (as defined in the Security Agreement), and (c) Patent Licenses (as defined in the Security Agreement).

“Patents” has the meaning assigned to it in the Security Agreement.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Trademarks” has the meaning assigned to it in the Security Agreement.

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Lender, a security interest in all of its right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations:

(a) all Copyrights of such Grantor, including, without limitation, those listed on Exhibit A hereto;

(b) all Trademarks of such Grantor, including, without limitation, those listed on Exhibit B hereto;

(c) all Licenses of such Grantor, including, without limitation, those listed on Exhibit C hereto;

(d) all Patents of such Grantor, including, without limitation, those listed on Exhibit D hereto; and

(e) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

2.2 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Lender, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict.

ARTICLE III MISCELLANEOUS

3.1 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors and the Lender, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Lender. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Lender.

3.2 Survival of Representations. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

3.3 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.4 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Lender relating to the Collateral.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

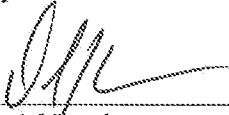
3.6 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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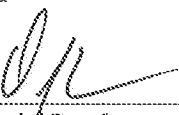
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

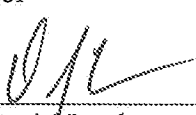
WCRC HOLDINGS LLC,
as Grantor

By: 
Name: Daniel Lawler
Title: Manager


60VRC HOLDINGS LLC,
as Grantor

By: 
Name: Daniel Lawler
Title: Manager

ICRC HOLDINGS LLC,
as Grantor

By: 
Name: Daniel Lawler
Title: Manager

MSRC HOLDINGS LLC,
as Grantor

By: 
Name: Daniel Lawler
Title: Manager

LENDER:

BRANCH BANKING AND TRUST COMPANY

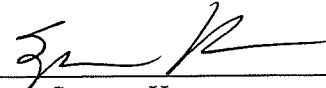
By: 
Name: Spencer Han
Title: Senior Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
TRADEMARKS

Owner	Mark	Country	Serial No. / Reg. No.	App. Date / Reg. Date
60VRC Holdings LLC	VINE HUGGERS	USA	86/659547 5,129,785	06/11/2015 01/24/2017
60VRC Holdings LLC	VINE HUGGERS	USA	86/844494 5,130,269	12/09/2015 01/24/2017
WCRC Holdings LLC	WHISKEY CAKE	USA	85/081241 3,959,847	07/09/2010 05/10/2011
MSRC Holdings LLC	MEXICAN SUGAR	USA	85/937861 4,544,970	05/21/2013 06/03/2014
ICRC Holdings LLC	IDA CLAIRE	USA	86/429923 4,882,778	10/21/2014 01/05/2016
60VRC Holdings LLC	SIXTY VINES	USA	86/679408 5,115,365	06/30/2015 01/03/2017
60VRC Holdings LLC	SIXTY VINES	USA	87/217691 5,571,214	10/27/2016 09/25/2018
60VRC Holdings LLC	6	USA	87/234424 5,218,543	11/11/2016 06/06/2017

EXHIBIT C

LICENSES

None.

EXHIBIT D

PATENTS

None.