

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COOPER'S HAWK INTERMEDIATE HOLDING, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	2380 Performance Dr, TX2-984-03-26		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5649734	12 NIGHTS OF CHRISTMAS	
Registration Number:	5649733	12 NIGHTS OF CHRISTMAS	
Registration Number:	5700276	BARREL RESERVE BR	
Registration Number:	5706703	C H	
Registration Number:	3413974	COOPER'S HAWK	
Registration Number:	4699149	COOPER'S HAWK ALE	
Registration Number:	5456726	COOPER'S HAWK WINERY & RESTAURANT	
Registration Number:	3652326	COOPER'S HAWK WINERY & RESTAURANT	
Registration Number:	5851185	DEAR SANTA DEFINE GOOD	
Registration Number:	5527651	INTERCONTINENTAL	
Registration Number:	4404710	LIFEBALANCE BY COOPER'S HAWK	
Serial Number:	88323346	HAPPY HALLOWINE	
Serial Number:	88323336	JINGLE BELLS ZINFANDEL PASS THE CABERNET	
Serial Number:	88323330	PEACE LOVE JOY	
Serial Number:	88268043	WINES ON WINE	
CORRESPONDENCE DATA			
Fax Number:			

OP \$390.00 5649734

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1147422 TM C
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	10/31/2019

Total Attachments: 10

source=C IPSA - Trademarks#page6.tif
source=C IPSA - Trademarks#page7.tif
source=C IPSA - Trademarks#page8.tif
source=C IPSA - Trademarks#page9.tif
source=C IPSA - Trademarks#page10.tif
source=C IPSA - Trademarks#page11.tif
source=C IPSA - Trademarks#page12.tif
source=C IPSA - Trademarks#page13.tif
source=C IPSA - Trademarks#page14.tif
source=C IPSA - Trademarks#page15.tif

INTEREST IN INTELLECTUAL PROPERTY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 31, 2019 (this "Agreement"), is made by the persons listed on the signature pages hereto (each a "Pledgor" and collectively, the "Pledgors"), in favor of **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (as defined below) (in such capacity and any successor in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 31, 2019, by and among **COOPER'S HAWK INTERMEDIATE HOLDING, LLC**, a Delaware limited liability company (the "Borrower"), **CHWR HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), each Subsidiary Loan Party, the Collateral Agent and the other persons signatory thereto (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), the Lenders (as defined in the Credit Agreement) thereto have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement, dated as of October 31, 2019, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgors granted a security interest (the "Security Interest") in the Intellectual Property Collateral (as defined in the Security Agreement) to the Collateral Agent and are required to execute and deliver this Agreement;

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Pledgors hereby agree for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Each of the Pledgors hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in all right, title and interest in and to the Patents, Copyrights and Trademarks set forth on Schedule A. Notwithstanding anything herein (including Schedule A) to the contrary, for the avoidance of doubt, in no event shall the Security Interest and lien granted under this Security Agreement attach to (nor shall the Intellectual Property Collateral include) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or any intellectual property or rights therein or thereto if the grant of a security interest in such intellectual property would result in the cancellation or voiding of such intellectual property or such rights.

3. Purpose. This Agreement has been executed and delivered by the Pledgors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Security Interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement and the Security Interest granted herein shall terminate with respect to all of the Pledgors' obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor, upon reasonable request, an instrument in writing releasing the Security Interest in the Intellectual Property Collateral granted pursuant to this Agreement. Additionally, the Collateral Agent shall reasonably cooperate with any efforts made by any Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

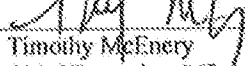
5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

6. APPLICABLE LAW. Section 9.07 of the Credit Agreement (*Governing Law*) is hereby incorporated by this reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the day and year first written above.

COOPER'S HAWK INTERMEDIATE HOLDING,
LLC,
a Delaware limited liability company,
as Pledgor

By: 
Name: Timothy McEnery
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: _____
Title: **Tiffany Lin**
Assistant Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006784 FRAME: 0301

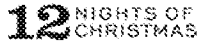


COPYRIGHTS



Country	Title of Work	Registration No.	Registration Date	Owner
U.S.	Celebration: Recipes from Cooper's Hawk Family and Friends.	TXu001813202	25-MAY-2012	Cooper's Hawk Intermediate Holding LLC and Stephen Hamilton


PATENTS

Patent Title	Country	Patent No.	Applic. No.	Filing Date	Issue Date	Owner
Collapsible and Portable Wine Nook	U.S.	9,926,954	15/275,440	25-SEP-2016	27-MAR-2018	Cooper's Hawk Intermediate Holding, LLC
Aerating Decanter With Dispensing Valve	U.S.	7,299,743	10/708,625	16-MAR-2004	27-NOV-2007	Cooper's Hawk Intermediate Holding, LLC

TRADEMARKS

Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
<p>12 NIGHTS OF CHRISTMAS (Stylized)</p> 	U.S. Federal	Registered	87143155	18-AUG-2016	5649734	08-JAN-2019	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
<p>12 NIGHTS OF CHRISTMAS</p>	U.S. Federal	Registered	87142185	17-AUG-2016	5649733	08-JAN-2019	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
<p>BARREL RESERVE BR (and Design)</p> 	U.S. Federal	Registered	87499395	21-JUN-2017	5700276	19-MAR-2019	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
<p>CAMILLE BRAVE</p>	U.S. Federal	Pending Intent to Use	88170866	26-OCT-2018	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
<p>C H (and Design)</p> 	U.S. Federal	Registered	87506982	27-JUN-2017	5706703	26-MAR-2019	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)

Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
COMMUNITY CAFÉ	U.S. Federal	Pending Intent to Use	88215166	03-DEC-2018	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
COOPER'S HAWK	U.S. Federal	Registered	77078565	09-JAN-2007	3413974	22-APR-2008	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
COOPER'S HAWK ALE	U.S. Federal	Registered	86335971	14-JUL-2014	4699149	10-MAR-2015	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
COOPER'S HAWK WINERY & RESTAURANT (and Design) 	U.S. Federal	Registered	87391211	29-MAR-2017	5456726	01-MAY-2018	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
COOPER'S HAWK WINERY & RESTAURANT (and Design) 	U.S. Federal	Registered	77464614	02-MAY-2008	365 232 6	07-JUL-2009	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
COOPER'S HAWK WINERY & RESTAURANT	U.S. State (OH)	Registered	--	--	4092539	03-NOV-2017	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)

Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
COOPER'S HAWK WINERY & RESTAURANT	U.S. State (OH)	Registered	--	--	2433534	01-OCT- 2015	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
DEAR SANTA DEFINE GOOD	U.S. Federal	Registered	88323332	03-MAR- 2019	5851185	03-SEP- 2019	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
HAPPY HALLOWINE (and Design) 	U.S. Federal	Pending	88323346	03-MAR- 2019	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
INTERCONTIN ENTAL	U.S. Federal	Registered	87479755	07-JUN- 2017	5527651	31-JUL- 2018	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
JINGLE BELLS ZINFANDEL PASS THE CABERNET	U.S. Federal	Pending	88323336	03-MAR- 2019	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
LIFEBALANCE BY COOPER'S HAWK	U.S. Federal	Pending Intent to Use	87284394	29-DEC- 2016	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)

Mark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
LIFE BALANCE BY COOPER'S HAWK (Stylized) LIFE BALANCE <i>by COOPER'S HAWK</i>	U.S. Federal	Registered	85755567	16-OCT- 2012	4404710	17-SEP- 2013	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
LIFE BALANCE BY COOPER'S HAWK (Stylized) LIFE BALANCE <i>by COOPER'S HAWK</i>	U.S. Federal	Pending Intent to Use	87284385	29-DEC- 2016	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
PEACE LOVE JOY	U.S. Federal	Pending	88323330	03-MAR- 2019	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
WINES ON WINE	U.S. Federal	Pending	88268043	18-JAN- 2019	--	--	Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
ESQUIRE	U.S. Federal	Pending Intent to Use	88515665	15-JUL- 2019			Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)
LIBERTE	U.S. Federal	Pending Intent to Use	88623504	19-SEP- 2019			Cooper's Hawk Intermediate Holding, LLC (DBA Cooper's Hawk Winery & Restaurants)

TRADEMARK

RECORDED: 10/31/2019

REEL: 006784 FRAME: 0307