

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Collateral Assignment of Security Interest in Trademarks and Licenses		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Cellar Holdings, LLC		10/17/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	41 South High Street Huntington Center		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43287		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88572203	FEWR	
Serial Number:	88572185	FEWR	
Registration Number:	5458629	EVERYTHING IS POSSIBLE	
Registration Number:	4747432	STORE 5A	
Registration Number:	4739128	5A	
Registration Number:	4733501	RECYCLE REFURBISH REWARD	
Registration Number:	3724822	DONOHO'S JEWELLERS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 - IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	007589-61		

CH \$190.00 88572203

NAME OF SUBMITTER:	Miranda Horan
SIGNATURE:	/MirandaHoran/
DATE SIGNED:	12/12/2019
Total Attachments: 5 source=First Amendment to Collateral Assignment of Security Interest in Trademarks - Diamond Cellar Holdings LLC#page1.tif source=First Amendment to Collateral Assignment of Security Interest in Trademarks - Diamond Cellar Holdings LLC#page2.tif source=First Amendment to Collateral Assignment of Security Interest in Trademarks - Diamond Cellar Holdings LLC#page3.tif source=First Amendment to Collateral Assignment of Security Interest in Trademarks - Diamond Cellar Holdings LLC#page4.tif source=First Amendment to Collateral Assignment of Security Interest in Trademarks - Diamond Cellar Holdings LLC#page5.tif	

**FIRST AMENDMENT
TO
COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK AND LICENSES (this "Amendment") is made and entered into as of October 7, 2019 (the "Effective Date"), by and between DIAMOND CELLAR HOLDINGS, LLC, an Ohio limited liability company formerly named Stone Acquisition, LLC, whose principal place of business and mailing address is 6280 Sawmill Road, Dublin, Ohio 43017 ("Grantor"), and THE HUNTINGTON NATIONAL BANK, a national banking association ("Bank"), and is as follows:

Preliminary Statements

A. Grantor, Rock Acquisition, LLC, Store 5A, LLC, Atlas Acquisitions, LLC and Bank have entered into that certain Fourth Amended and Restated Revolving Credit and Term Loan Agreement, dated as of August 30, 2019 (as further amended, restated, and modified from time to time, the "Credit Agreement").

B. On the Original Closing Date, Grantor executed in favor of Bank a Collateral Assignment of Security Interest in Trademarks and Licenses (the "Company Trademark Security Agreement"), which was recorded on October 2, 2006 in the United States Patent and Trademark Office, commencing at Reel No. 3400, Frame No. 0590. Capitalized terms used but not defined herein shall have the meanings provided in the Company Trademark Security Agreement or the Credit Agreement, as applicable.

C. In connection with the entrance into the Credit Agreement, Grantor and Bank desire to amend the Company Trademark Security Agreement to include certain trademarks and trademark applications acquired by Grantor since the Original Closing Date as part of the Trademark Collateral.

D. Grantor and Bank have agreed that this Amendment be executed and delivered by Grantor to Bank.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantor hereby agree as follows:

1. Amendments to Company Trademark Security Agreement. Exhibit A to the Company Trademark Security Agreement is hereby supplemented with the document attached hereto as Schedule I. Accordingly, Grantor hereby acknowledges and agrees that each mark, registration, and application listed on the Schedule I attached hereto constitutes, and shall be deemed to be, part of the Trademark Collateral and the Trademarks for all purposes of the Loan Documents.

2. **Default.** Any default by Grantor in the performance of its obligations under this Amendment shall constitute an Event of Default under the Company Trademark Security Agreement if not cured after any applicable notice and cure period set forth in the Company Trademark Security Agreement.

3. **Continuing Effect of Company Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Company Trademark Security Agreement are hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Grantor ratifies and reaffirms all grants of Liens to Bank on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Schedule I attached hereto) as security for the Secured Obligations, and Grantor acknowledges and confirms that the grants of the Liens to Bank on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Secured Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Electronic Signature.** The Company Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement, and any reference in any of the Loan Documents to the Company Trademark Security Agreement will be deemed to be a reference to the Company Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

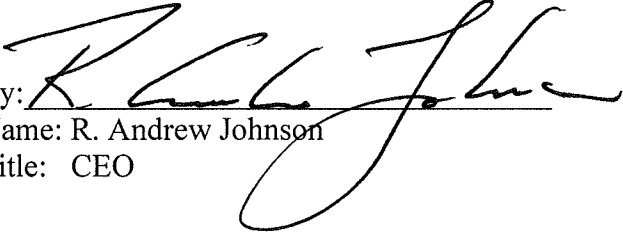
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Bank as of the Effective Date.

DIAMOND CELLAR HOLDINGS, LLC

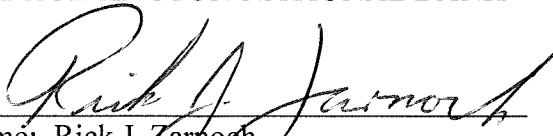
By: 
Name: R. Andrew Johnson
Title: CEO

SIGNATURE PAGE 1 OF 2 TO
FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS AND LICENSES
(DIAMOND CELLAR HOLDINGS)

TRADEMARK
REEL: 006814 FRAME: 0020

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Bank as of the Effective Date.

THE HUNTINGTON NATIONAL BANK

By: 
Name: Rick J. Zarnoch
Title: Senior Vice President


SIGNATURE PAGE 2 OF 2 TO
FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS AND LICENSES
(DIAMOND CELLAR HOLDINGS)

TRADEMARK
REEL: 006814 FRAME: 0021

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally Registered Trademarks and Trademark Applications

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1.	FEWR 	88572203	08/08/2019	n/a	n/a
2.	FEWR	88572185	08/08/2019	n/a	n/a
3.	EVERYTHING IS POSSIBLE	87624892	09/27/2017	5458629	05/01/2018
4.	STORE 5A	86414502	10/03/2014	4747432	06/02/2015
5.	5A	86430981	10/22/2014	4739128	05/19/2015
6.	RECYCLE REFURBISH REWARD	86414540	10/03/2014	4733501	05/05/2015
7.	DONOHO'S JEWELLERS	77688674	03/11/2009	3724822	12/15/2009