

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral agent		05/29/2020	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	ANKURA TRUST COMPANY, LLC, as Successor Agent
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: 42

Property Type	Number	Word Mark
Registration Number:	4103968	ANNALISA
Registration Number:	4239490	CRAFT + ESTATE
Registration Number:	3959238	ELECTRIC CITY
Registration Number:	3949308	FARTHER
Registration Number:	4193185	FRONT PORCH
Registration Number:	3363705	GREEN PATH
Registration Number:	3241516	IRONBERRY
Registration Number:	4069855	MARS AND VENUS
Registration Number:	3027371	MARTIN SCOTT WINES
Registration Number:	4009152	PONGA
Registration Number:	3640962	SEAMLESS
Registration Number:	3908192	ST. KILDA
Registration Number:	4154014	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	4154015	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	2281386	THE COUNTRY VINTNER
Registration Number:	2973933	THE COUNTRY VINTNER
Registration Number:	3319072	2 UP

OP \$1065.00 4103968

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4384386	24 KNOTS
Registration Number:	3006206	ALMIRA
Registration Number:	2720490	BOSTON WINE
Registration Number:	3344759	CLEAN SLATE
Registration Number:	3580560	FAT BASTARD
Registration Number:	2230941	FAT BASTARD
Registration Number:	3578412	FAT BASTARD BONAFIDE · FAT BASTARD · FB
Registration Number:	3080190	FLYING FISH
Registration Number:	3473327	HIGH NOTE
Registration Number:	2570718	KRIS
Registration Number:	3630759	KRIS
Registration Number:	2726497	LEONARDO LO CASCIO SELECTIONS
Registration Number:	3231393	LICIA
Registration Number:	3133573	LOS DOS
Registration Number:	1911681	PALLADIO
Registration Number:	2555860	ROCCADORO
Registration Number:	3197412	ROOT:1
Registration Number:	2621923	SABATUCCI
Registration Number:	2624860	STELLA
Registration Number:	3037452	THIERRY AND GUY
Registration Number:	2071562	WINEBOW INC.
Registration Number:	3207896	W WINEBOW BRANDS INTERNATIONAL
Serial Number:	85567206	THE VINTNER GROUP
Serial Number:	85847106	FAMIGLIE
Serial Number:	85254648	UNDERCURRENT

CORRESPONDENCE DATA

Fax Number:

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, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1227570 TM A 2L

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED:	06/01/2020
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Total Attachments: 8

- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page2.tif
- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page3.tif
- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page4.tif
- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page5.tif
- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page6.tif
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- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page8.tif
- source=A2 #93296629v1 - (Winebow - Trademark Assignment Agreement (2L) (2014))#page9.tif

TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) dated as of May 29, 2020 is by and among **BANK OF AMERICA, N.A.**, in its capacity as Resigning Agent (as such term is defined in the Agency Agreement (as defined below)) (in such capacity, the “Resigning Agent”), **ANKURA TRUST COMPANY, LLC**, in its capacity as Successor Agent (as such term is defined in the Agency Agreement) (in such capacity, the “Successor Agent”), and the parties other than the Resigning Agent and the Successor Agent identified on the signature pages hereto (the “Pledgors”).

WHEREAS, **WINEBOW HOLDINGS, INC.** and **THE VINTNER GROUP, INC.** as the borrowers (the “Borrowers”) and **The Winebow Group, LLC**, a Delaware limited liability company (“Holdings”), the other Loan Parties party thereto, the Resigning Agent and the financial institutions party thereto from time to time, as Lenders, entered into that certain Second Lien Term Loan Credit Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the “Loan Agreement”).

WHEREAS, in connection with the Loan Agreement, the Pledgors executed and delivered that certain Second Lien Term Loan Security Agreement, dated as of July 1, 2014 (as amended by that certain Second Lien Security Agreement Supplement No. 1, dated as of March 13, 2015, as further amended by that certain Second Lien Security Agreement Supplement No. 2, dated as of October 7, 2015, as further amended by that certain Second Lien Security Agreement Supplement No. 3, dated as of December 17, 2015, as further amended by that certain Second Lien Security Agreement Supplement No. 4, dated as of September 15, 2016, as further amended by that certain Second Lien Security Agreement Supplement No. 5, dated as of April 12, 2017 and as further amended, restated, amended and restated, replaced, supplemented and/or modified from time to time, the “Security Agreement”) pursuant to which the Pledgors entered into that certain Trademark Security Agreement, dated as of July 1, 2014 (as amended by that certain Amendment Agreement dated as of November 1, 2018 and as further amended, restated, amended and restated, replaced, supplemented and/or modified from time to time, the “Trademark Security Agreement”).

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgors pledged and granted to the Resigning Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgors listed on Schedule 1 attached hereto (the “Intellectual Property Collateral”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2014 at Reel/Frame 5314/0361.

WHEREAS, in connection with the resignation of the Resigning Agent and the appointment of Successor Agent, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of May 29, 2020 (the “Agency Agreement”), among the Borrowers, Holdings, the Successor Agent, the Resigning Agent, each other Loan Party signatory thereto and those Lenders under the Loan Agreement which are parties thereto, the Resigning Agent desires to evidence the assignment of the security interest granted to the Resigning Agent in the Intellectual Property Collateral to the Successor Agent for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

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

2. Assignment. The Resigning Agent hereby irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Trademark Security Agreement and all rights and privileges of Resigning Agent thereunder, including, without limitation, the security interest granted to the Resigning Agent in the Intellectual Property Collateral, including the Intellectual Property identified on Schedule 1 hereto.

3. Representations and Warranties of Resigning Agent. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied.

4. Cooperation. The Pledgors and the Resigning Agent hereby authorize the Successor Agent to record this Agreement with the United States Patent and Trademark Office in order to amend the name of the secured party to the Successor Agent.

5. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

7. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Trademark Security Interest Assignment Agreement effective as of the date first above written.

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

By: Melissa Mullis

Name: Melissa Mullis

Title: Assistant Vice President

ANKURA TRUST COMPANY, LLC, as the Successor Agent


By: 
Name:
Title:

Michael J. Fey
Managing Director

[Signature Page to Second Lien Trademark Security Agreement Assignment]


TRADEMARK
REEL: 006949 FRAME: 0918

WINEBOW HOLDINGS, INC., as Borrower

By:  _____


Name: Dean Ferrell
Title: President & CEO

THE VINTNER GROUP, INC., as Borrower

By:  _____

Name: Dean Ferrell
Title: President & CEO

THE WINEBOW GROUP, LLC, as Holdings

By:  _____

Name: Dean Ferrell
Title: President & CEO

THE COUNTRY VINTNER, INC., as a Grantor


By:  _____

Name: Dean Ferrell
Title: President & CEO

WINEBOW, INC., as a Grantor

BOSTON WINE COMPANY, LTD., as a Grantor

MID-STATE DISTRIBUTORS, LLC, as a Grantor

By:  _____

Name: Dean Ferrell
Title: President & CEO

TRADEMARKS AND TRADEMARK APPLICATIONS

SCHEDULE 1

	<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	ANNALISA		4,103,968 Renewal Due: 02/28/2022	2/28/2012
2.	CRAFT + ESTATE		4,239,490 Renewal Due: 11/06/2022	11/6/2012
3.	ELECTRIC CITY		3,959,238 Renewal Due: 05/10/2021	5/10/2011
4.	FARTHER and Design		3,949,308 Renewal Due: 04/19/2021	4/19/2011
5.	FRONT PORCH		4,193,185 Renewal Due: 08/21/2022	8/21/2012
6.	GREEN PATH		3,363,705 Renewal Due: 01/01/2018	1/1/2008
7.	IRONBERRY		3,241,516 Renewal Due: 05/15/2017	5/15/2007
8.	MARS AND VENUS and Design		4,069,855 Renewal Due: 12/13/2021	12/13/2011
9.	MARTIN SCOTT WINES		3,027,371 Renewal Due: 12/13/2015	12/13/2005
10.	PONGA		4,009,152 Renewal Due: 08/09/2021	8/9/2011
11.	SEAMLESS		3,640,962 Renewal Due: 06/16/2019	6/16/2009
12.	ST. KILDA		3,908,192 Renewal Due: 01/18/2021	1/18/2011
13.	THE AMERICAN STILL LIFE COLLECTION		4,154,014 Renewal Due: 06/05/2022	6/5/2012
14.	THE AMERICAN STILL LIFE COLLECTION and Design		4,154,015 Renewal Due: 06/05/2022	6/5/2012
15.	THE COUNTRY VINTNER		2,281,386 Renewal Due: 09/28/2019	9/28/1999
16.	THE COUNTRY VINTNER and Design		2,973,933 Renewal Due: 07/19/2015	7/19/2005

17.	THE VINTNER GROUP		PENDING 85/567206	PENDING Filed: 03/12/2012
18.	2 Up Serial # 76/638932		Registration # 3319072 Renewal due: 10/23/2017	10/23/2007
19.	24 Knots Serial # 85/254626		Registration # 4384386 Renewal due: 08/13/2023	8/13/2013
20.	Almira Serial # 76/485386		Registration # 3006206 Renewal due: 10/11/2015	10/11/2005
21.	Boston Wine Serial # 76/229969		Registration # 2720490 Renewal due: 06/03/2023	06/03/2003
22.	Clean Slate Serial # 76/654183		Registration # 3344759 Renewal due: 11/27/2017	11/27/2007
23.	Famiglie Serial # 85847106		Registration # Pending	Filed 2/12/2013
24.	Fat Bastard Serial # 78/903984		Registration # 3580560 Renewal due: 02/24/2019	2/24/2009
25.	Fat Bastard Serial # 75/502755		Registration # 2230941 Renewal due: 03/09/2019	3/09/1999
26.	Fat Bastard Bonafide – Fat Bastard – FB 2005 (Design) Serial # 77/064377		Registration # 3578412 Renewal due: 02/24/2019	2/24/2009
27.	Flying Fish Serial # 76/573439		Registration # 3080190 Renewal due: 04/11/2016	4/11/2006
28.	High Note Serial # 77/172482		Registration # 3473327 Renewal due: 07/22/2018	7/22/2008
29.	Kris (name only) Serial #75-911950		Registration # 2570718 Renewal due: 05/21/2022	5/21/2002
30.	Kris (design) Serial # 77-599000		Registration # 3630759 Renewal due: 06/02/2019	6/2/2009

31.	Leonardo Lo Cascio Selections (Design) Serial # 76/276590		Registration # 2726497 Renewal due: 06/17/2023	6/17/2003
32.	Licia Serial # 78686550		Registration # 3231393 Renewal due: 04/17/2017	4/17/2007
33.	Los Dos Serial #76/620529		Registration #: 3133573 Renewal due: 08/22/2016	8/22/2006
34.	Palladio Serial # 74/535498		Registration # 1911681 Renewal due: 08/15/2015	8/15/1995
35.	Roccadoro Serial # 76/276589		Registration # 2555860 Cancelled: 11/09/2012	4/2/2002
36.	Root: 1 Serial # 78/507184		Registration # 3197412 Renewal due: 01/09/2017	1/9/2007
37.	Sabatucci Serial # 76012894		Registration # 2621923 Renewal due: 09/17/2022	9/17/2002
38.	Stella Serial # 76/352546		Registration # 2624860 Renewal due: 09/24/2022	9/24/2002
39.	Thierry & Guy Serial # 76/628780		Registration # 3037452 Renewal due: 01/03/2016	1/3/2006
40.	Undercurrent Serial # 85/254648		Abandoned 4/16/2012	Filed 03/01/2011
41.	Winebow, Inc with logo Serial # 75/102949		Registration # 2071562 Renewal due: 06/17/2017	6/17/1997
42.	W Winebow Brands International w/ logo Serial # 78/743397		Registration # 3207896 Renewal due: 02/13/2017	2/13/2007
43.	"Z" Zardetto & Design Serial # 79/080119		Registration # 3841762 Renewal due: 08/31/2020	8/31/2010