

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578911

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	Corporation: 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: 3			
Property Type	Number	Word Mark	
Registration Number:	4295437	ZEPHYR EXPRESS	
Registration Number:	1689664	THE HENRY WINE GROUP	
Registration Number:	2137351	H	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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 B 2L		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	06/01/2020		

OP \$90.00 4295437

Total Attachments: 6

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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. 4, dated as of September 15, 2016 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 September 15, 2016 (as 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 September 16, 2016 at Reel/Frame 5879/0534.

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

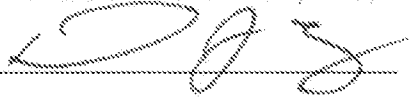
Name: Melissa Mullis

Title: Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement Assignment]

TRADEMARK
REEL: 006949 FRAME: 0935

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: 0936

ZEPEXCO, INC., as a Grantor

By: 

Name: Dean Ferrell
Title: President & CEO

CENTRAL COAST WINE COMPANY, as a Grantor

By: 

Name: Dean Ferrell
Title: President & CEO

[Signature Page to Second Lien Trademark Security Agreement Assignment]

TRADEMARK
REEL: 006949 FRAME: 0937

TRADEMARKS AND TRADEMARK APPLICATIONS

SCHEDULE 1

Trademark / Service Mark	Record Owner	Registration / Serial Number	Registration Date
Zephyr Express	Zepexco, Inc.	4,295,437/ 85-666,109	2/26/2013
The Henry Wine Group	Central Coast Wine Company d/b/a The Henry Wine Group Corporation	1,689,664/ 74055826	5/26/1992
	Central Coast Wine Company d/b/a The Henry Wine Group Corporation	2,137,351/ 75254267	2/17/1998