

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vino.com, L.L.C.		12/18/2020	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	245 Peachtree Center Avenue, 17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3927543	RUTA 22	
Registration Number:	4602618	SKYFALL	
Registration Number:	4026564	EPPA	
Registration Number:	4277382	EPPA SUPRAFRUTA RED SANGRIA	
Registration Number:	4165283	SUPRAFRUTA	
Registration Number:	3218430	ALTANUTA	
Registration Number:	3493435	AVRIL	
Registration Number:	3493874	BIG RED MONSTER	
Registration Number:	4198018	BIGVINE	
Registration Number:	3509414	BIGVINE	
Registration Number:	1533535	COLOMBO	
Registration Number:	3118577	CZECH REBEL BEER	
Registration Number:	3105409	CZECH REBEL BEER SINCE 1333	
Registration Number:	5177636	DEUX AMIS	
Registration Number:	4491284	LAMBICKX	
Registration Number:	3772573	LAMBRUCHA	
Registration Number:	3231324	PANNOTIA	
Registration Number:	4129819	POSCA RUSTICA	
Registration Number:	2005383	SCARLATTA	
TRADEMARK			

CH \$515.00 3927543

Property Type	Number	Word Mark
Registration Number:	2598368	TIZIANO

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4046815974

Email: aolc@phrd.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 303 Peachtree Street NE

Address Line 2: Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Kathleen O. Currey
SIGNATURE:	/KOCaao/
DATE SIGNED:	12/18/2020

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2020 (this "IP Security Agreement"), is made by Vino.com, L.L.C., a Missouri limited liability company (the "Grantor"), in favor of TRUIST BANK, as Lender (together with its successors in such capacity, "Lender").

WHEREAS, the Grantor and the Subsidiaries (as defined in the Credit Agreement defined below) of the Grantor that have joined join thereto from time to time as "Borrowers" (together with the Grantor, each, a "Borrower" and, collectively, the "Borrowers") and Lender have entered into an Amended and Restated Revolving Credit Agreement dated as of December 18, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement"), which amends and restates that certain Revolving Loan Agreement dated December 23, 2010 (as at any time heretofore amended, restated, supplemented or otherwise modified, the "Existing Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Affiliates (as defined in the Credit Agreement) have entered into the Amended and Restated Security Agreement dated as of December 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Lender, which amends and restates that certain Security Agreement dated December 23, 2010 (as at any time heretofore amended, restated, supplemented or otherwise modified, the "Existing Security Agreement"); and

WHEREAS, in connection with the Existing Credit Agreement, the Grantor and Lender executed that certain Trademark Security Agreement dated December 23, 2010 (the "Existing Trademark Agreement"), in favor of Lender, pursuant to which Grantor granted a security interest to Lender in the Trademarks (as defined in the Existing Trademark Agreement, the "Existing Trademark Collateral") to secure the Obligations (as defined in the Existing Trademark Agreement);

WHEREAS, the Credit Agreement requires the Grantor to amend and restate the Existing Trademark Agreement; and

WHEREAS, it is the intent of the parties hereto that the execution and delivery of this IP Security Agreement, which is made for the purposes described in the foregoing recitals, shall not effectuate a novation of the Existing Trademark Agreement or any of the other Existing Loan Document (as defined in the Existing Credit Agreement), nor a release or discharge of any of the Existing Obligations (as defined in the Credit Agreement and including, without limitation, the "Obligations" as defined in the Existing Trademark Agreement) and the Existing Collateral (as defined in the Credit Agreement and including, without limitation, the Existing Trademark Collateral), but rather a substitution of certain of the terms governing the payment and performance of such obligations and indebtedness;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement and the Security Agreement, the Grantor hereby agrees to amend and restate the Existing Trademark Agreement in its entirety, as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.**

(a) Pursuant to the Existing Trademark Agreement and the other Existing Loan Documents, Grantor previously granted a continuing security interest in and Lien (as defined in the Credit

Agreement) upon the Existing Trademark Collateral, and each such security interest and Lien continues in effect as a duly perfected security interest or Lien in favor of Lender hereunder. All such security interests and Liens are hereby renewed and continued and shall remain in full force and effect as security for the Obligations (as defined in the Existing Credit Agreement), as such Obligations have been amended pursuant to the Credit Agreement, the Security Agreement and this IP Security Agreement. All of such Obligations (including those in existence on the date hereof under the Existing Credit Agreement and the Existing Security Agreement) shall continue to be secured, without interruption, by all such security interests and Liens granted in accordance with the Existing Trademark Agreement and the other Existing Loan Documents, as amended and restated hereby. Grantor hereby acknowledges, confirms and agrees that nothing in this IP Security Agreement shall, nor is it intended to, (i) constitute a novation or accord and satisfaction with respect to the Existing Trademark Agreement or the other Existing Loan Documents or (ii) operate as a waiver of any right, power or remedy of Lender under any Loan Document.

(b) Additionally, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to Lender for the benefit of the Secured Parties, and grants to Lender for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark 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 of any conflict or inconsistency between this IP Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


Section 6 **Counterparts**. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law**. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[Remainder of page intentionally left blank;
signatures appear on the following page]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered under seal by its duly authorized officer as of the date first set forth above.

VINO.COM, L.L.C.

By: 
Name: David J. Pardus
Title: President

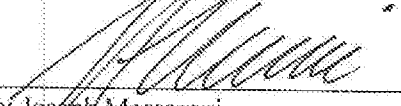
[COMPANY SEAL]

[Signatures continue on the following page]

Acknowledged and Agreed to as of the date hereof:

LENDER:

TRUIST BANK, as Lender

By: 
Name: Joseph Massaroni
Title: Director

Trademarks

I. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ruta 22	77915247	3927543	March 8, 2011
Skyfall	85953835	4602618	September 9, 2014
Eppa	77746875	4026564	September 13, 2011
Eppa Suprafruta Red Sangria & Design	85978109	4277382	January 15, 2013
Suprafruta	85159064	4165283	June 26, 2012
Altanuta	76610350	3218430	March 13, 2007
Avril	77163605	3493435	August 26, 2008
Big Red Monster	78602969	3493874	August 26, 2008
BigVine	85517221	4198018	August 28, 2012
BigVine	77168426	3509414	September 30, 2008
Colombo	73735964	1533535	April 4, 1989
Czech Rebel Beer	75606953	3118577	July 25, 2006
Czech Rebel Beer Since 1333	75606952	3105409	June 20, 2006
Deux Amis	86879166	5177636	April 4, 2017
LambrickX	86073201	4491284	March 4, 2014
Lambrucha	77529895	3772573	April 6, 2010
Pannotia	78665075	3231324	April 17, 2007
Posca Rustica	85324376	4129819	April 17, 2012
Scarlatta	74607651	2005383	October 1, 1996
Tiziano	75627124	2598368	July 23, 2002

II. FOREIGN TRADEMARKS

<u>Trademark</u>	<u>Territory</u>	<u>Registration / Application No.</u>	<u>Status / Next Deadline</u>
Ruta 22	International Registration (with a pending designation in Mexico)	1531551	LIVE Registered in Mexico
Ruta 22	Argentina	3951683	FILED Filing made Oct. 27, 2020
Ruta 22	Brazil	902251970	LIVE Registered Oct. 23, 2012 (expiry date Oct. 23, 2022)
Ruta 22	EUIPO	8813909	LIVE (expiry date Jan. 15, 2030)
Ruta 22	Hong Kong	301525266	RENEWED: Renewed Jan. 17, 2020 (Expiration Date: January 18, 2030)
Ruta 22	Japan	5347666	LIVE Notice of registration of renewal application Aug. 7, 2020 (expiry date Aug. 20, 2030)
Ruta 22	South Korea	853406	LIVE (expiry Feb. 16, 2021 if not renewed)
Ruta 22	Norway	255179	LIVE (expiry date April 19, 2030)
Ruta 22	Singapore	T10004731	LIVE Registered (Expiration Date: January 15, 2030)
Ruta 22	Taiwan	1435361	Filed Jan. 15, 2010; Registered Oct. 16, 2010 Expiration Date: October 15, 2020
Ruta 22 in Chinese Characters 如她 22	China	9018361	LIVE (Expiration Date: January 13, 2022)
Ruta 22	China	8009273	Int'l Class 33 (wine) Filed: January 20, 2010 Status: Archived

<u>Trademark</u>	<u>Territory</u>	<u>Registration / Application No.</u>	<u>Status / Next Deadline</u>
Eppa	International Registration (with designations in Australia, China, France, Germany, Italy, Portugal, Russia, Spain, and UK)	1118162	LIVE (expiry date Feb. 23, 2022) Grants of Protection (for designations in Australia, China, France, Germany, Italy, Portugal, Russia, Spain, and UK)

III. TRADEMARK APPLICATIONS

None.