

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vino.com, L.L.C.		02/26/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	245 Peachtree Center Ave., NE, 17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5411633	VISION WINE & SPIRITS	
Registration Number:	5411632	VISION WINE & SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Bobbi Accord Noland		
SIGNATURE:	/ban/		
DATE SIGNED:	03/17/2021		
Total Attachments: 6			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2021 (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 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");

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;

WHEREAS, in connection with the Credit Agreement, the Grantor and Lender executed that certain Amended and Restated Trademark Security Agreement dated December 18, 2020 (the "Existing Trademark Agreement"), in favor of Lender, pursuant to which Grantor granted a security interest to Lender in the Trademark Collateral (as defined in the Existing Trademark Agreement, the "Existing Trademark Collateral") to secure the Obligations (as defined in the Credit Agreement) and the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Grantor and Lender have entered into that certain Consent and First Amendment to Amended and Restated Revolving Credit Agreement dated the date hereof (the "First Amendment"), pursuant to which, among other things and on the terms and conditions contained therein, Lender has waived compliance with Section 7.4 of the Credit Agreement solely to the extent necessary to permit Borrower to consummate the Vision Acquisition (as defined in the Credit Agreement) pursuant to the terms of the Vision APA (as defined in the Credit Agreement) and to permit Borrower to enter into the Vision APA;

WHEREAS, pursuant to the Vision Acquisition, Grantor has obtained new Trademarks and Trademark Collateral (each as defined below), and Grantor desires to execute and deliver this IP Security Agreement in accordance with the Security Agreement to, among other things, grant to Lender for the benefit of the Secured Parties a security interest in such newly acquired Trademarks and Trademark Collateral;

WHEREAS, Grantor and Lender desire to supplement, and not replace, the Existing Trademark Agreement to include such Trademarks and Trademark Collateral acquired pursuant to the Vision Acquisition; and

WHEREAS, it is the intent of the parties hereto that the execution and delivery of this IP Security Agreement shall supplement the Existing Trademark Agreement, without releasing or discharging any of the Obligations (as defined in the Credit Agreement) and the Collateral (as defined in the Credit Agreement and including, without limitation, the Existing Trademark Collateral) secured by or pledged pursuant to the Existing Trademark Agreement;

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 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) 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]

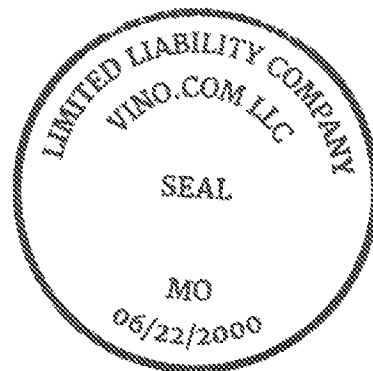
IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered under seal by its duly authorized officer as of the date first set forth above.

VINO.COM, L.L.C.

By: 
Name: David J. Pardus
Title: President

[COMPANY SEAL]

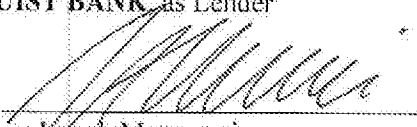
[Signatures continue on the following page]



Acknowledged and Agreed to as of the date hereof:

LENDER:

TRUIST BANK as Lender

By: 
Name: Joseph Massaroni
Title: Director

Schedule I

Trademarks

I. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Vision Wine & Spirits	87528242	5411633	February 27, 2018
Vision Wine & Spirits	87528238	5411632	February 27, 2018

II. FOREIGN TRADEMARKS

None.

III. TRADEMARK APPLICATIONS

None.