

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Coast Wine Company		04/19/2021	Corporation:
Mid-State Distributors, LLC		04/19/2021	Limited Liability Company:
Winebow, Inc.		04/19/2021	Corporation:
Zepexco, Inc.		04/19/2021	Corporation:

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC
Street Address:	150 S. Wacker, Ste 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3319072	2 UP
Registration Number:	3344759	CLEAN SLATE
Registration Number:	4637804	FAMIGLIE
Registration Number:	3580560	FAT BASTARD
Registration Number:	3578412	FAT BASTARD BONAFIDE · FAT BASTARD · FB
Registration Number:	3080190	FLYING FISH
Registration Number:	2137351	H
Registration Number:	3473327	HIGH NOTE
Registration Number:	2570718	KRIS
Registration Number:	3630759	KRIS
Registration Number:	2726497	LEONARDO LO CASCIO SELECTIONS
Registration Number:	6203587	LES FRÈRES BASTARDS
Registration Number:	3231393	LICIA
Registration Number:	5702271	LLS
Registration Number:	3133573	LOS DOS
Registration Number:	1911681	PALLADIO

CH \$565.00 3319072

Property Type	Number	Word Mark
Registration Number:	3197412	ROOT:1
Registration Number:	2621923	SABATUCCI
Registration Number:	2624860	STELLA
Registration Number:	1689664	THE HENRY WINE GROUP
Registration Number:	3037452	THIERRY AND GUY
Registration Number:	4295437	ZEPHYR EXPRESS

CORRESPONDENCE DATA

Fax Number: 2028874288
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: 2028874000
Email: dlee@akingump.com
Correspondent Name: David C. Lee
Address Line 1: 2001 K Street, N.W.
Address Line 2: Robert S. Strauss Tower
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	699232.0003
NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	04/20/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated April 19, 2021, is made by each Person listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Golub Capital Markets LLC, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Term Loan Credit Agreement, dated as of April 19, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Winebow Holdings, Inc., The Vintner Group, Inc., The Winebow Group Holdings, LLC, the Lenders party thereto from time to time and Golub Capital Markets LLC, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain First Lien Term Loan Security Agreement dated April 19, 2021, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


CENTRAL COAST WINE COMPANY, Grantor

By: 
Name: Dean K. Ferrell
Title: Chief Executive Officer

MID-STATE DISTRIBUTORS, LLC, Grantor

By: 
Name: Dean K. Ferrell
Title: Chief Executive Officer

WINEBOW, INC., Grantor

By: 
Name: Dean K. Ferrell
Title: Chief Executive Officer

ZEPEXCO, INC., Grantor

By: 
Name: Dean K. Ferrell
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007264 FRAME: 0415

GOLUB CAPITAL MARKETS LLC, as Collateral
Agent and Grantee

By: 

Name: Marc C. Robinson

Title: Authorized Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

	Mark	App. Number	Reg. Number	Reg. Date	Owner
1.	2Up	76638932	3319072	10/23/2007	Winebow, Inc.
2.	Clean Slate	76654183	3344759	11/27/2007	Moselland eG Winzergenossenschaft Winebow, Inc.
3.	Famiglie	85847106	4637804	11/11/2014	Winebow, Inc.
4.	Fat Bastard	78903984	3580560	02/24/2009	GMDF WINEBOW, INC.
5.	Fat Bastard Bonafide Fat Bastard FB 2005	7575502755	3578412	2/24/2009	GMDF WINEBOW, INC.
6.	Flying Fish	76573439	3080190	04/11/2006	Winebow, Inc.
7.		75254267	2137351	02/17/1998	Central Coast Wine Company
8.	High Note	77172482	3473327	07/22/2008	Puerto Ancona S.A. Winebow, Inc.
9.	Kris (name only)	75911950	2570718	05/21/2002	Winebow, Inc. Franz Haas S.R.L.
10.	Kris (design)	77599000	3630759	06/02/2009	Franz Haas S.r.L Winebow, Inc.
11.	Leonardo Lo Cascio Selections (Design)	76276590	2726497	06/17/2003	Winebow, Inc.
12.	LES FRÈRES BASTARDS	88662521	6203587	11/24/2020	Winebow Inc GMDF
13.	Licia	78686550	3231393	04/17/2007	Winebow, Inc.
14.	LLS	88060734	5702271	03/19/2019	Winebow, Inc.

	Mark	App. Number	Reg. Number	Reg. Date	Owner
15.	Los Dos	76620529	3133573	08/22/2006	Winebow, Inc.
16.	Palladio	74535498	1911681	08/15/1995	Winebow, Inc.
17.	Root:1	78507184	3197412	01/09/2007	Vina Ventisquero Ltda. Winebow, Inc.
18.	SABATUCCI	76012894	2621923	09/17/2002	Mid-State Distributors, LLC
19.	Stella	76352546	2624860	09/24/2002	Winebow, Inc.
20.	THE HENRY WINE GROUP	74055826	1689664	05/26/1992	Central Coast Wine Company
21.	Thierry & Guy	76628780	3037452	01/03/2006	Winebow, Inc.
22.	ZEPHYR EXPRESS	85666109	4295437	02/26/2013	Zepexco, Inc.