

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM640716

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Collateral		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANKURA TRUST COMPANY, LLC		04/19/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boston Wine Company, Ltd.		
<b>Street Address:</b>	4800 Cox Road, Suite 300		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23060		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>Name:</b>	Central Coast Wine Company		
<b>Street Address:</b>	4800 Cox Road, Suite 300		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23060		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	Mid-State Distributors, LLC		
<b>Street Address:</b>	4800 Cox Road, Suite 300		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23060		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>Name:</b>	The Country Vintner, Inc.		
<b>Street Address:</b>	4800 Cox Road, Suite 300		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23060		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>Name:</b>	The Vintner Group, Inc.		
<b>Street Address:</b>	4800 Cox Road, Suite 300		
<b>City:</b>	Glen Allen		

CH \$1090.00 1689664

<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23060
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	The Winebow Group, LLC
<b>Street Address:</b>	4800 Cox Road, Suite 300
<b>City:</b>	Glen Allen
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23060
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Winebow Holdings, Inc.
<b>Street Address:</b>	4800 Cox Road, Suite 300
<b>City:</b>	Glen Allen
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23060
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Winebow, Inc.
<b>Street Address:</b>	4800 Cox Road, Suite 300
<b>City:</b>	Glenn Allen
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23060
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Zepexco, Inc.
<b>Street Address:</b>	4800 Cox Road, Suite 300
<b>City:</b>	Glen Allen
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23060
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1689664	THE HENRY WINE GROUP
<b>Registration Number:</b>	1911681	PALLADIO
<b>Registration Number:</b>	2071562	WINEBOW INC.
<b>Registration Number:</b>	2137351	H
<b>Registration Number:</b>	2230941	FAT BASTARD
<b>Registration Number:</b>	2281386	THE COUNTRY VINTNER
<b>Registration Number:</b>	2555860	ROCCADORO
<b>Registration Number:</b>	2570718	KRIS
<b>Registration Number:</b>	2621923	SABATUCCI

**TRADEMARK**

**REEL: 007264 FRAME: 0586**

Property Type	Number	Word Mark
Registration Number:	2624860	STELLA
Registration Number:	2726497	LEONARDO LO CASCIO SELECTIONS
Registration Number:	2973933	THE COUNTRY VINTNER
Registration Number:	3006206	ALMIRA
Registration Number:	3027371	MARTIN SCOTT WINES
Registration Number:	3037452	THIERRY AND GUY
Registration Number:	3080190	FLYING FISH
Registration Number:	3133573	LOS DOS
Registration Number:	3197412	ROOT:1
Registration Number:	3207896	W WINEBOW BRANDS INTERNATIONAL
Registration Number:	3231393	LICIA
Registration Number:	3241516	IRONBERRY
Registration Number:	3319072	2 UP
Registration Number:	3344759	CLEAN SLATE
Registration Number:	3363705	GREEN PATH
Registration Number:	3473327	HIGH NOTE
Registration Number:	3578412	FAT BASTARD BONAFIDE · FAT BASTARD · FB
Registration Number:	3580560	FAT BASTARD
Registration Number:	3630759	KRIS
Registration Number:	3640962	SEAMLESS
Registration Number:	3908192	ST. KILDA
Registration Number:	3949308	FARTHER
Registration Number:	3959238	ELECTRIC CITY
Registration Number:	4009152	PONGA
Registration Number:	4069855	MARS AND VENUS
Registration Number:	4103968	ANNALISA
Registration Number:	4154014	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	4154015	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	4193185	FRONT PORCH
Registration Number:	4239490	CRAFT + ESTATE
Registration Number:	4295437	ZEPHYR EXPRESS
Serial Number:	85847106	FAMIGLIE
Serial Number:	85254648	UNDERCURRENT
Serial Number:	85567206	THE VINTNER GROUP

**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.*

**TRADEMARK**

**REEL: 007264 FRAME: 0587**

**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

<b>ATTORNEY DOCKET NUMBER:</b>	699232.0003
--------------------------------	-------------

<b>NAME OF SUBMITTER:</b>	David C. Lee
---------------------------	--------------

<b>SIGNATURE:</b>	/David C. Lee/
-------------------	----------------

<b>DATE SIGNED:</b>	04/20/2021
---------------------	------------

**Total Attachments: 6**

source=3. Winebow - Trademark Release (2L Credit Agreement)#page1.tif  
source=3. Winebow - Trademark Release (2L Credit Agreement)#page2.tif  
source=3. Winebow - Trademark Release (2L Credit Agreement)#page3.tif  
source=3. Winebow - Trademark Release (2L Credit Agreement)#page4.tif  
source=3. Winebow - Trademark Release (2L Credit Agreement)#page5.tif  
source=3. Winebow - Trademark Release (2L Credit Agreement)#page6.tif

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Termination and Release”), is entered into as of April 19, 2021 by **ANKURA TRUST COMPANY, LLC**, as collateral agent for the Secured Parties (as defined in the Trademark Security Agreements referred to below) (in such capacity, the “Agent”) in connection with the grant of security interests in certain trademarks by the Assignors party to the Trademark Security Agreements referred to below, in favor of the Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in (i) the Second Lien Security Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among Winebow Holdings, Inc. (“Winebow”), The Vintner Group, Inc. (“Vintner”), The Winebow Group, LLC (“Holdings”), the Subsidiary Guarantors party thereto from time to time and the Agent or (ii) the Second Lien Term Loan Credit Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Winebow, Vintner, Holdings, the lenders party thereto from time to time and the Agent, as applicable.

**WITNESSETH:**

WHEREAS, (x) Winebow, Inc., The Country Vintner, Inc., Mid-State Distributors, LLC (collectively, the “2014 Assignors”) and Boston Wine Company, Ltd. entered into an agreement with Bank of America, N.A., as collateral agent under the Credit Agreement (the “Original Agent”), which was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2014 at Reel/Frame 5314/0337 (the “2014 Trademark Security Agreement”) and (y) Zepexco, Inc. and Central Coast Wine Company (collectively, the “2016 Assignors” and, together with the 2014 Assignors, the “Assignors”) entered into an agreement with the Original Agent, which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 16, 2016 at Reel/Frame 5878/0651 (the “2016 Trademark Security Agreement” and together with the 2014 Trademark Security Agreement, the “Trademark Security Agreements”), in each case, for the purpose of providing certain Trademarks as collateral security for the payment and performance of certain obligations of the Assignors to the Agent;

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of May 29, 2020, (i) the Original Agent resigned as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents, (ii) the Agent succeeded to, as was vested with, all of the rights, powers and duties of the Original Agent under the Credit Agreement and the other Loan Documents and (iii) inter alia, the Original Agent assigned to the Agent each of the Liens and security interests granted to the Agent under the Loan Documents (including the Trademark Security Agreements), and the Agent assumed all such Liens and security interests, for its benefit and the benefit of the Secured Parties; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Liens on and security interests in the Trademark Collateral (as defined below);

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

1. Definitions. The term “Trademark Collateral”, as used herein, means the Trademark listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Trademark Collateral to the Assignors.

3. Further Assurances. The Agent shall, at the Assignors’ sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Assignors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Assignors to more fully and effectively effectuate the purposes of this Termination and Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Remainder of page intentionally left blank.]

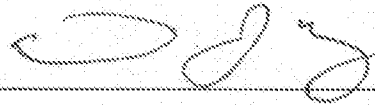
IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

**ANKURA TRUST COMPANY, LLC,**  
as Agent

By: \_\_\_\_\_

Name:

Title:



**Michael J. Foy**  
Senior Managing Director

**TRADEMARK**


**REEL: 007264 FRAME: 0591**

## **SCHEDULE A**

	<u><b>Trademark</b></u>	<u><b>Registration Number</b></u>	<u><b>Registration Date</b></u>
1.	ANNALISA	4,103,968	2/28/2012
2.	CRAFT + ESTATE	4,239,490	11/6/2012
3.	ELECTRIC CITY	3,959,238	5/10/2011
4.	FARTHER and Design	3,949,308	4/19/2011
5.	FRONT PORCH	4,193,185	8/21/2012
6.	GREEN PATH	3,363,705	1/1/2008
7.	IRONBERRY	3,241,516	5/15/2007
8.	MARS AND VENUS and Design	4,069,855	12/13/2011
9.	MARTIN SCOTT WINES	3,027,371	12/13/2005
10.	PONGA	4,009,152	8/9/2011
11.	SEAMLESS	3,640,962	6/16/2009
12.	ST. KILDA	3,908,192	1/18/2011
13.	THE AMERICAN STILL LIFE COLLECTION	4,154,014	6/5/2012
14.	THE AMERICAN STILL LIFE COLLECTION and Design	4,154,015	6/5/2012
15.	THE COUNTRY VINTNER	2,281,386	9/28/1999
16.	THE COUNTRY VINTNER and Design	2,973,933	7/19/2005
17.	THE VINTNER GROUP	PENDING: 85/567206	PENDING Filed: 03/12/2012
18.	2 Up Serial # 76/638932	3319072	10/23/2007
19.	Almira Serial # 76/485386	3006206	10/11/2005
20.	Clean Slate Serial # 76/654183	3344759	11/27/2007
21.	Famiglie Serial # 85847106	Pending	Filed 2/12/2013
22.	Fat Bastard Serial # 78/903984	3580560	2/24/2009
23.	Fat Bastard Serial # 75/502755	2230941	3/09/1999



24.	Fat Bastard Bonafide – Fat Bastard – FB 2005 (Design) Serial # 77/064377	3578412	2/24/2009
25.	Flying Fish Serial # 76/573439	3080190	4/11/2006
26.	High Note Serial # 77/172482	3473327	7/22/2008
27.	Kris (name only) Serial #75-911950	2570718	5/21/2002
28.	Kris (design) Serial # 77-599000	3630759	6/2/2009
29.	Leonardo Lo Cascio Selections (Design) Serial # 76/276590	2726497	6/17/2003
30.	Licia Serial # 78686550	3231393	4/17/2007
31.	Los Dos Serial #76/620529	3133573	8/22/2006
32.	Palladio Serial # 74/535498	1911681	8/15/1995
33.	Roccadoro Serial # 76/276589	Registration # 2555860 Cancelled: 11/09/2012	4/2/2002
34.	Root: 1 Serial # 78/507184	3197412	1/9/2007
35.	Sabatucci Serial # 76012894	2621923	9/17/2002
36.	Stella Serial # 76/352546	2624860	9/24/2002
37.	Thierry & Guy Serial # 76/628780	3037452	1/3/2006
38.	Undercurrent Serial # 85/254648	Abandoned 4/16/2012	Filed 03/01/2011
39.	Winebow, Inc with logo Serial # 75/102949	2071562	6/17/1997
40.	W Winebow Brands International w/ logo Serial # 78/743397	3207896	2/13/2007
41.	"Z" Zardetto & Design Serial # 79/080119	3841762	8/31/2010
42.	Zephyr Express Serial # 85-666,109	4,295,437	2/26/2013
43.	The Henry Wine Group Serial # 74055826	1,689,664	5/26/1992

44.	 Serial # 75254267	2,137,351	2/17/1998
-----	--	-----------	-----------