

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINE PLUM, INC.		05/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing IX, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86479767	PLUM	
Serial Number:	86884913		
Serial Number:	86884916	PLUM	
Serial Number:	87098154	FOR LOVE OF WINE	
Serial Number:	87061454	JUST AS THE WINEMAKER INTENDED	
Serial Number:	77579593	FLOW FOR LOVE OF WINE	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	4159811400		
Email:	nsust@foxrothschild.com		
Correspondent Name:	Natascha Sust		
Address Line 1:	1 Front Street		
Address Line 2:	Suite 3200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Jeffrey T. Klugman		
SIGNATURE:	/Jeffrey T. Klugman/		
DATE SIGNED:	05/10/2021		

OP \$165.00 86479767

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of May 5, 2021, by and between WINE PLUM, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IX, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement and the Supplement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Grantor's rights to such trademarks under applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the material Patents is valid and enforceable, and no material part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any material part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent registerable and not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable and are reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any of the following actions (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification solely by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor materially breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to a responsible officer of Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Grantor and Secured Party expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

.....
.....
Attn:

GRANTOR:

WINE PLUM, INC.

By: *Michael Trang*
Name: MICHAEL TRANG
Its:

Address of Secured Party:

101 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By:

Name:

Its:

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

Attn: _____

GRANTOR:

WINE PLUM, INC.

By: _____

Name: _____

Its: _____

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: Maurice Werdegar
Maurice Werdegar (Apr 27, 2021 11:58:40 AM PDT)

Name: Maurice Werdegar

Its: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Title	Country Name	Application #	Patent #
<u>Systems and Methods for Wine Preservation</u>	United States of America	14/825,888	10258937
<u>Systems And Methods For Wine Processing</u>	United States of America	14/826,111	9708575
<u>Systems And Methods For Wine Processing</u>	United States of America	15/625,469	10316278
<u>Systems and Methods for Wine Processing</u>	China	20158006953 2.3	ZL201580069532.3
<u>Systems and Methods for Wine Processing</u>	Hong Kong	18102460.7	HK1242931
<u>SYSTEMS AND METHODS FOR WINE PRESERVATION</u>	United States of America	16/292,258	10940449
<u>SYSTEMS AND METHODS FOR WINE PROCESSING</u>	China	20191061861 5.3	
<u>DISPENSER</u>	United States of America	29/549,966	D805829
<u>DISPENSER</u>	United States of America	29/569,387	D805340
<u>LIQUID DISPENSING DEVICE</u>	United States of America	15/288,774	10947099
<u>Liquid Dispensing Device</u>	United States of America	15/625,453	10899593
<u>LIQUID DISPENSING DEVICE</u>	Republic of Korea	10-2018- 7028093	
<u>LIQUID DISPENSING DEVICE</u>	China	20188005264 8.X	
<u>LIQUID DISPENSING DEVICE</u>	European Patent Office	18735106.9	
<u>LIQUID DISPENSING DEVICE</u>	Hong Kong	62020016575. 6	
<u>RESEALABLE CONTAINER ADAPTER</u>	United States of America	17/271,922	

EXHIBIT C

Trademarks

<u>Title</u>	<u>Country Name</u>	<u>Application #</u>	<u>Registration #</u>
<u>PLUM</u>	United States of America	86/479,767	5,134,135
<u>PLUM</u>	China	1306576	
<u>PLUM</u>	European Union	1306576	1306576
<u>PLUM</u>	United Kingdom	3173709	3173709
<u>PLUM</u>	International Bureau (WIPO)		1306576
<u>BEVERAGE DISPENSER</u>	Canada	169,237	169,237
<u>DISPENSER</u>	China	201630287572. 2	ZL 201630287572.2
<u>DISPENSER</u>	European Union	003253038	003253038-0001
<u>DISPENSER</u>	European Union	003253038	003253038-0002
<u>DISPENSER</u>	European Union	003253038	003253038-0003
<u>DISPENSER</u>	European Union	003253038	003253038-0004
<u>DISPENSER</u>	European Union	003253038	003253038-0005
<u>DISPENSER</u>	European Union	003253038	003253038-0006
<u>DISPENSER</u>	European Union	003253038	003253038-0007
<u>DISPENSER</u>	European Union	003253038	003253038-0008
<u>DISPENSER</u>	European Union	003253038	003253038-0009
<u>DISPENSER</u>	European Union	003253038	003253038-0010
<u>DISPENSER</u>	European Union	003253038	003253038-0011
<u>DISPENSER</u>	United Kingdom	5003618	5003618

Title	Country Name	Application #	Registration #
<u>DISPENSER</u>	United Kingdom	5003619	5003619
<u>DISPENSER</u>	United Kingdom	5003620	5003620
<u>DISPENSER</u>	United Kingdom	5003621	5003621
<u>DISPENSER</u>	United Kingdom	5003622	5003622
<u>DISPENSER</u>	United Kingdom	5003623	5003623
<u>DISPENSER</u>	United Kingdom	5003624	5003624
<u>DISPENSER</u>	Japan	2016-013675	1585874
<u>DISPENSER</u>	Thailand	1602001791	72553
<u>BEVERAGE DISPENSER</u>	Canada	169,238	169,238
<u>DISPENSER</u>	China	201630287573. 7	ZL 201630287573.7
<u>DISPENSER</u>	United Kingdom	5003626	5003626
<u>DISPENSER</u>	United Kingdom	5003627	5003627
<u>DISPENSER</u>	United Kingdom	5003628	5003628
<u>DISPENSER</u>	Japan	2016-013676	1585875
<u>DISPENSER</u>	Thailand	1602001792	67456
<u>PLUM ICON (AND DESIGN)</u>	United States of America	86/884,913	5,546,310
<u>PLUM (DESIGN)</u>	United Kingdom	3173701	3173701
<u>PLUM ICON (AND DESIGN)</u>	International Bureau (WIPO)		1312818
<u>PLUM ICON (AND DESIGN)</u>	China	1312818	1312818
<u>PLUM ICON (AND DESIGN)</u>	European Union	1312818	1312818

Title	Country Name	Application #	Registration #
<u>PLUM</u>	United States of America	86/884,916	5,546,311
<u>FOR LOVE OF WINE</u>	United States of America	87/098,154	5,525,385
<u>JUST AS THE WINEMAKER INTENDED</u>	United States of America	87/061,454	5,429,062
<u>FLOW FOR LOVE OF WINE</u>	United States of America	77/579,593	4,190,923
<u>PLUM and Design</u>	China	28681740	28681740
<u>PLUM and Design</u>	China	28677411	28677411
PLUM	China	6906727	6906727
PLUM	China	6906729	6906729
PLUM	South Africa	200816817	200816817
PLUM	Hong Kong	301162025	301162025
PLUM	New Zealand	789068	789068