

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Bank of America, N.A. (as Collateral Agent)
Street Address:	3455 Peachtree Road, NE, 12th Floor
Internal Address:	ATTN: Ernesto Moran, Mail Code GA7-024-12-05
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Banking Association: UNITED STATES

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1911681	PALLADIO
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: 2142000853

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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark, Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.2118_HughesL
NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	05/14/2021

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED 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 Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Amended and Restated ABL 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 Co-Borrowers party thereto, The Winebow Group Holdings, LLC, and Bank of America, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Reference is also made to that certain Trademark Security Agreement, dated as of July 1, 2014, among The Country Vintner, Inc., Winebow, Inc. Boston Wine Company, Ltd. and Mid-State Distributors, LLC and Collateral Agent (as the same may have been previously amended, restated, modified or supplemented from time to time the, “*Existing Trademark Security Agreement*”) which was recorded on July 1, 2014 with the U.S. Patent and Trademark Office at Reel 005314, Frame 0351.

WHEREAS, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Amended and Restated ABL 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, which amends and restates the Existing Trademark Security Agreement in its entirety.

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.

SECTION 7. Amendment and Restatement. This Trademark Security Agreement is intended to amend and restate in its entirety the Existing Trademark Security Agreement. This Agreement shall not constitute a novation or release of the obligations existing under the Existing Trademark Security Agreement, all of which obligations are hereby ratified and continued under this Agreement. It is the intention of the parties to this Trademark Security Agreement to preserve and continue the perfection and priority of all security interests and liens outstanding under and as defined in the Existing Trademark Security Agreement, all of which security interests are hereby ratified and affirmed.

*[Remainder of Page Intentionally Left Blank;
Signature Page(s) Follow(s).]*

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


GRANTORS:

WINEBOW, INC.

CENTRAL COAST WINE COMPANY

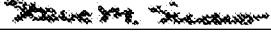
MID-STATE DISTRIBUTORS, LLC.

ZEPEXCO, INC.

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

COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Steven M. Siravo
Title: Senior Vice President

SCHEDULE A

MARK	SERIAL/REG. NO.	APP./REG. DATE	OWNER
2Up	3319072	10/23/2007	Winebow, Inc.
Clean Slate	3344759	11/27/2007	Moselland eG Winzer-genossenschaft Winebow, Inc.
Famiglie	4637804	11/11/2014	Winebow, Inc.
Fat Bastard	3580560	02/24/2009	GMDF WINEBOW, INC.
Fat Bastard Bonafide Fat Bastard FB 2005	3578412	2/24/2009	GMDF WINEBOW, INC.
Flying Fish	3080190	04/11/2006	Winebow, Inc.
	2137351	02/17/1998	Central Coast Wine Company
High Note	3473327	07/22/2008	Puerto Ancona S.A. Winebow, Inc.
Kris (name only)	2570718	05/21/2002	Winebow, Inc. Franz Haas S.R.L.
Kris (design)	3630759	06/02/2009	Franz Haas S.r.L Winebow, Inc.
Leonardo Lo Cascio Selections (Design)	2726497	06/17/2003	Winebow, Inc.
LES FRÈRES BASTARDS	6203587	11/24/2020	Winebow Inc GMDF
Licia	3231393	04/17/2007	Winebow, Inc.
LLS	5702271	03/19/2019	Winebow, Inc.
Los Dos	3133573	08/22/2006	Winebow, Inc.
Palladio	1911681	08/15/1995	Winebow, Inc.
Root:1	3197412	01/09/2007	Vina Ventisquero Ltda. Winebow, Inc.
SABATUCCI	2621923	09/17/2002	Mid-State Distributors, LLC
Stella	2624860	09/24/2002	Winebow, Inc.
THE HENRY WINE GROUP	1689664	05/26/1992	Central Coast Wine Company
Thierry & Guy	3037452	01/03/2006	Winebow, Inc.
ZEPHYR EXPRESS	4295437	02/26/2013	Zepexco, Inc.