

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wine Group LLC		06/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Coöperatieve Rabobank U.A., New York Branch		
Street Address:	245 Park Avenue, 37th Flo		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperatieve: NETHERLANDS		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	90736842	BUTTERFLY GROVE	
Serial Number:	90736841	EARTHGROWN	
Serial Number:	90727566	LAVENDER LANE	
Serial Number:	90631979	TIEMPO DE SOL	
Serial Number:	90671745	COASTAL VIBES	
Serial Number:	90687718	FALLING VINES	
Serial Number:	90671723	SPLASH ZONE	
Serial Number:	90671736	SUNSHINE BLISS	
Serial Number:	90671754	ACQUISITION	
Serial Number:	90687720	CLOVERBROOK	
Serial Number:	90658779	DAILYFRESHER	
Serial Number:	90638766	DAYSIDE	
Serial Number:	88592738	HEARTSTRING	
Serial Number:	88592736	HOPETREE	
Serial Number:	90671715	KAILANI	
Serial Number:	90677849	OXYGEN	
Serial Number:	90706795	PEACHSCATO	
Serial Number:	90623730	SMASHERS	

CH \$965.00 90736842

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90729918	SWEETSCATO
Serial Number:	88361491	W
Serial Number:	90727228	BLUE WILLOW
Serial Number:	90631986	DULCE SOL
Serial Number:	90638764	FRESH ACRES
Serial Number:	90658777	FRUIT FIESTA
Serial Number:	90638763	FRUIT HARVEST
Serial Number:	90638758	FRUIT MARKET
Serial Number:	90658778	FRUIT SHACK
Serial Number:	90671730	HI-SWELL
Serial Number:	90631984	HOLA RITA
Serial Number:	90618256	LIGHTENING CITY
Serial Number:	90687710	PACIFIC STONE
Serial Number:	90727574	PAPER HEART
Serial Number:	90631982	PLAYA ETERNA
Serial Number:	90623727	SOUR RUSH
Serial Number:	90671739	SUNBERRY CELLARS
Serial Number:	90671735	SWEET DAZE
Serial Number:	90727577	TILTED CROWN
Serial Number:	90700995	RED WOOD HIGH WAY

CORRESPONDENCE DATA

Fax Number:

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: 678-553-2288
Email: madrinc@gtlaw.com
Correspondent Name: Christina Madrin
Address Line 1: 3333 Piedmont Road, NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Christina Madrin
SIGNATURE:	/Christina Madrin/
DATE SIGNED:	06/30/2021

Total Attachments: 6

source=Rabobank_TWG - Trademark Security Agreement (2021)#page1.tif
source=Rabobank_TWG - Trademark Security Agreement (2021)#page2.tif
source=Rabobank_TWG - Trademark Security Agreement (2021)#page3.tif
source=Rabobank_TWG - Trademark Security Agreement (2021)#page4.tif
source=Rabobank_TWG - Trademark Security Agreement (2021)#page5.tif

GRANT OF TRADEMARK SECURITY INTEREST

June 30, 2021

WHEREAS, THE WINE GROUP LLC, a Delaware limited liability company (“*Grantor*”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, The Wine Group, Inc., a California corporation (“*TWG Inc.*”), and The Wine Group LLC, a Delaware limited liability company (the “*Company*”, and together with TWG Inc., the “*Co-Issuers*”) have entered into that certain Amended and Restated Note Purchase Agreement dated as of July 1, 2016 (as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “*Note Purchase Agreement*”) with the holders of the Senior Noteholder Notes party thereto (collectively, together with their respective successors and assigns party to the Note Purchase Agreement from time to time, the “*Senior Noteholders*”) pursuant to which the Senior Noteholders have purchased the Senior Noteholder Notes from Co-Issuers, subject to the terms and conditions set forth in the Note Purchase Agreement; and

WHEREAS, Co-Issuers have entered into a Sixth Amended and Restated Credit Agreement dated as of June 30, 2021 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “*Credit Agreement*”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “*Lenders*”), and Coöperatieve Rabobank U.A., New York Branch (“*Rabobank*”), as Administrative Agent for the Lenders (in such capacity, “*Agent*”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Co-Issuers; and

WHEREAS, Co-Issuers may from time to time enter into one or more additional note purchase agreements and/or credit agreements and/or swap agreements (the “*Additional Agreements*”) with investors and/or lenders and/or swap providers which become parties to the Collateral Agency and Intercreditor Agreement referred to below pursuant to Section 5.06 thereof (such investors, lenders and swap providers being referred to herein as the “*Additional Creditors*”) in accordance with the terms of the Collateral Agency and Intercreditor Agreement; and

WHEREAS, the Senior Noteholders, Lenders and Rabobank, as Collateral Agent for and representative of (in such capacity herein called “*Secured Party*”) the Senior Noteholders, and Lenders have entered into, and upon their execution of a Counterpart, Additional Creditors will enter into that certain Fifth Amended and Restated Collateral Agency and Intercreditor Agreement dated as of June 30, 2021 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “*Collateral Agency and Intercreditor Agreement*”) pursuant to which the Senior Noteholders and Lenders have appointed, and upon their execution of a Counterpart, Additional Creditors will appoint Secured Party, and Secured Party has agreed to act, as agent for the Senior Noteholders, Lenders and Additional Creditors hereunder; and

WHEREAS, pursuant to the terms of a Fifth Amended and Restated Security Agreement dated as of June 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among Grantor, Co-Issuers, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “*Trademark Collateral*”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “*Trademarks*”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “*Trademark Registrations*”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “*Trademark Rights*”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “*Associated Goodwill*”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “*proceeds*” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

This Grant of Trademark Security Interest may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Grant of Trademark


Security Interest or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE WINE GROUP LLC,
a Delaware limited liability company

By: TWG Manager, Inc.,
a California corporation,
its Manager

By: 
Name: John Sutton
Title: CFO

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007340 FRAME: 0429

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Owner	United States Trademark Description	Serial / Application Number	Registration Number	Registration Date
The Wine Group LLC	BUTTERFLY GROVE	90-736,842	N/A	N/A
The Wine Group LLC	EARTHGROWN	90-736,841	N/A	N/A
The Wine Group LLC	LAVENDER LANE	90-727,566	N/A	N/A
The Wine Group LLC	TIEMPO DE SOL	90-631,979	N/A	N/A
The Wine Group LLC	COASTAL VIBES	90-671,745	N/A	N/A
The Wine Group LLC	FALLING VINES	90-687,718	N/A	N/A
The Wine Group LLC	SPLASH ZONE	90-671,723	N/A	N/A
The Wine Group LLC	SUNSHINE BLISS	90-671,736	N/A	N/A
The Wine Group LLC	ACQUISITION	90-671,754	N/A	N/A
The Wine Group LLC	CLOVERBROOK	90-687,720	N/A	N/A
The Wine Group LLC	DAILYFRESHER	90-658,779	N/A	N/A
The Wine Group LLC	DAYSIDE	90-638,766	N/A	N/A
The Wine Group LLC	HEARTSTRING	88-592,738	N/A	N/A
The Wine Group LLC	HOPETREE	88-592,736	N/A	N/A
The Wine Group LLC	KAILANI	90-671,715	N/A	N/A
The Wine Group LLC	OXYGEN	90-677,849	N/A	N/A
The Wine Group LLC	PEACHSCATO	90-706,795	N/A	N/A
The Wine Group LLC	SMASHERS	90-623,730	N/A	N/A
The Wine Group LLC	SWEETSCATO	90-729,918	N/A	N/A
WALMART APOLLO, LLC	W	88-361,491	N/A	N/A
The Wine Group LLC	BLUE WILLOW	90-727,228	N/A	N/A
The Wine Group LLC	DULCE SOL	90-631,986	N/A	N/A
The Wine Group LLC	FRESH ACRES	90-638,764	N/A	N/A
The Wine Group LLC	FRUIT FIESTA	90-658,777	N/A	N/A
The Wine Group LLC	FRUIT HARVEST	90-638,763	N/A	N/A
The Wine Group LLC	FRUIT MARKET	90-638,758	N/A	N/A
The Wine Group LLC	FRUIT SHACK	90-658,778	N/A	N/A
The Wine Group LLC	HI-SWELL	90-671,730	N/A	N/A
The Wine Group LLC	HOLA RITA	90-631,984	N/A	N/A
The Wine Group LLC	LIGHTENING CITY	90-618,256	N/A	N/A
The Wine Group LLC	PACIFIC STONE	90-687,710	N/A	N/A
The Wine Group LLC	PAPER HEART	90-727,574	N/A	N/A

The Wine Group LLC	PLAYA ETERNA	90-631,982	N/A	N/A
The Wine Group LLC	SOUR RUSH	90-623,727	N/A	N/A
The Wine Group LLC	SUNBERRY CELLARS	90-671,739	N/A	N/A
The Wine Group LLC	SWEET DAZE	90-671,735	N/A	N/A
The Wine Group LLC	TILTED CROWN	90-727,577	N/A	N/A
The Wine Group LLC	RED WOOD HIGH WAY	90-700,995	N/A	N/A