

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WINEACCESS, INC.		07/13/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6262576	YESTERDAY	
<b>Registration Number:</b>	6222705	WOLFE GRADE	
<b>Registration Number:</b>	6131485	CONCEPT ALBUM	
<b>Registration Number:</b>	6131484	RADIO SILENCE	
<b>Registration Number:</b>	6035219	OFF THE CUFF	
<b>Registration Number:</b>	6035061	COSMOLOGIST	
<b>Registration Number:</b>	6009285	PIECE OF WORK	
<b>Registration Number:</b>	6009155	MOUNDSMAN	
<b>Registration Number:</b>	6009126	EDITORIAL	
<b>Registration Number:</b>	5979532	GRAWLIX	
<b>Registration Number:</b>	5979406	KINFOLK	
<b>Registration Number:</b>	5910734	HALPIN	
<b>Registration Number:</b>	5905003	APPLIQUE	
<b>Registration Number:</b>	5904888	IDIOSYNCRASY	
<b>Registration Number:</b>	4012143	DIRECT FROM THE SOURCE	
<b>Registration Number:</b>	2619488	WINEACCESS	
<b>Registration Number:</b>	3296437	WINE ACCESS	
<b>Registration Number:</b>	2685169	WINEACCESS.COM	

CH \$1065.00 6262576

Property Type	Number	Word Mark
Serial Number:	90252879	NOMENCLATURE WINES
Serial Number:	90052983	GOOD DECISIONS
Serial Number:	90565695	PALATE CIRCLES
Serial Number:	90565694	WINECHAIN
Serial Number:	90565685	OENOCHAIN
Serial Number:	90725586	GRANDE SONNERIE
Serial Number:	90066021	DAD JOKES
Serial Number:	90477930	DUST TO GLORY
Serial Number:	90477926	CHATEAU MARLAUX-MOLINIER
Serial Number:	90477921	DOMAINE NODIER
Serial Number:	90477913	DOMAINE TOUSSAINT
Serial Number:	90652095	WORD CHOICE
Serial Number:	90648952	2 BEARS 1 CAVE
Serial Number:	90331624	THE BIG TICKET
Serial Number:	90394297	ENSEMBLE AVEC CHATEAU TK
Serial Number:	88474089	BANKSHOT
Serial Number:	88922140	WINE ACCESS UNFILTERED
Serial Number:	88474080	STAR TREATMENT
Serial Number:	88872925	STAY HOME
Serial Number:	88376055	PAS DE CHEVAL
Serial Number:	88951050	THE RINGER
Serial Number:	88945821	ECHOES IN THE CANYON
Serial Number:	88872963	NOMENCLATURE
Serial Number:	88260643	COLOR AND SOUND

**CORRESPONDENCE DATA**

**Fax Number:** 9192823941

*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:** 919-306-2508

**Email:** diligencereview@square1bank.com

**Correspondent Name:** PACIFIC WESTERN BANK

**Address Line 1:** 406 BLACKWELL STREET

**Address Line 2:** SUITE 240

**Address Line 4:** DURHAM, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	Nicholas Nance
<b>SIGNATURE:</b>	/NicholasNance-TKF/
<b>DATE SIGNED:</b>	07/19/2021

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of July 13, 2021 by and between **PACIFIC WESTERN BANK** (“*Bank*”) and **WINEACCESS, INC.**, a Pennsylvania corporation (“*Grantor*”).

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

WINEACCESS, INC.

By   
Name: Joe Fisch  
Title: Chief Executive Officer

Address of Grantor:

236 8<sup>th</sup> Street, Suite C  
San Francisco, CA 94103  
Attn: Joe Fisch, CEO

Bank:

PACIFIC WESTERN BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

*[Signature Page—Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

WINEACCESS, INC.


By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Grantor:

236 8<sup>th</sup> Street, Suite C  
San Francisco, CA 94103  
Attn: Joe Fisch, CEO

Bank:

PACIFIC WESTERN BANK

By  \_\_\_\_\_  
Name ERIC SO  
Title SVP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

*[Signature Page—Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None	None	None



**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
None	None	None

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
NOMENCLATURE WINES	90252879	10-13-2020
GOOD DECISIONS	90052983	7-14-2020
PALATE CIRCLES	90565695	3-8-2021
WINECHAIN	90565694	3-8-2021
OENOCHAIN	90565685	3-8-2021
GRANDE SONNERIE	90725586	5-20-2021
DAD JOKES	90066021	7-22-2020
DUST TO GLORY	90477930	1-20-2021
CHATEAU MARLAUX-MOLINIER	90477926	1-20-2021
DOMAINE NODIER	90477921	1-20-2021
DOMAINE TOUSSAINT	90477913	1-20-2021
WORD CHOICE	90652095	4-16-2021
2 BEARS 1 CAVE	90648952	4-15-2021
THE BIG TICKET	90331624	11-20-2020
ENSEMBLE AVEC CHATEAU TK	90394297	12-18-2020
BANKSHOT	88474089	6-14-2019
WINE ACCESS UNFILTERED	88922140	5-18-2020
STAR TREATMENT	88474080	6-14-2019
STAY HOME	88872925	4-15-2020
PAS DE CHEVAL	88376055	4-8-2019

THE RINGER	88951050	6-5-2020
ECHOES IN THE CANYON	88945821	6-3-2020
NOMENCLATURE	88872963	4-15-2020
YESTERDAY	6262576	6-14-2019
COLOR AND SOUND	88260643	2-2-2021
WOLFE GRADE	6222705	12-15-2020
CONCEPT ALBUM	6131485	8-18-2020
RADIO SILENCE	6131484	8-18-2020
OFF THE CUFF	6035219	4-14-2020
COSMOLOGIST	6035061	4-14-2020
PIECE OF WORK	6009285	3-10-2020
MOUNDSMAN	6009155	3-10-2020
EDITORIAL	6009126	3-10-2020
GRAWLIX	5979532	2-4-2020
KINFOLK	5979406	2-4-2020
HALPIN	5910734	11-12-2019
APPLIQUE	5905003	11-5-2019
IDIOSYNCRASY	5904888	11-5-2019
DIRECT FROM THE SOURCE	4012143	8-16-2011
WINEACCESS	2619488	9-17-2002
WINE ACCESS	3296437	9-25-2007
WINEACCESS.COM	2685169	2-11-2003