

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663426

<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>
Bright Cellars Inc.		07/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90549237	GRASP + GRABBLE	
<b>Serial Number:</b>	90549234	WORST EVILS	
<b>Serial Number:</b>	90545412	STIGMA	
<b>Serial Number:</b>	90545411	SPRIG & ROSE	
<b>Serial Number:</b>	90545409	CABIN 5	
<b>Serial Number:</b>	90352111	AROMICA	
<b>Serial Number:</b>	90660921	JETBIRD	
<b>Serial Number:</b>	88569576	THE LAST ROOM	
<b>Serial Number:</b>	88398034	CELÉ	
<b>Serial Number:</b>	88569596	BRIGHT CELLARS	
<b>Serial Number:</b>	88398040	BATIK	
<b>Serial Number:</b>	88398028	CRYPISIS	
<b>Serial Number:</b>	88089649	TOLIMAN	
<b>Serial Number:</b>	87856838	OBSCURA WINES	
<b>Serial Number:</b>	87856852	LOST CITY WINES	
<b>Serial Number:</b>	87856824	FOLK & FABLE WINES	
<b>Serial Number:</b>	87144374	MOJAVE RAIN	
<b>Serial Number:</b>	87146070	ACOPIO	
<b>Serial Number:</b>	87146050	LOS MARES	

OP \$590.00 90549237

Property Type	Number	Word Mark
Serial Number:	87145989	CHANCELLES
Serial Number:	87144338	BLUE TOWERS
Serial Number:	87145921	FORTY WINKS
Serial Number:	87145905	PANA

**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:** 561-859-5603  
**Email:** tbinder@vlplawgroup.com  
**Correspondent Name:** Tatiana Binder  
**Address Line 1:** 305 Cambridge Drive  
**Address Line 4:** Lynchburg, VIRGINIA 24502

<b>NAME OF SUBMITTER:</b>	Tatiana Binder
<b>SIGNATURE:</b>	/TatianaBinder/
<b>DATE SIGNED:</b>	07/29/2021

**Total Attachments: 9**

source=SVB\_Bright Cellars\_Intellectual Property Security Agreement#page1.tif  
source=SVB\_Bright Cellars\_Intellectual Property Security Agreement#page2.tif  
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source=SVB\_Bright Cellars\_Intellectual Property Security Agreement#page4.tif  
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source=SVB\_Bright Cellars\_Intellectual Property Security Agreement#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 28, 2021, by and between SILICON VALLEY BANK (“Bank”) and Bright Cellars Inc. (“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 as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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 “Intellectual Property Collateral” shall not include (i) any intent to use trademarks, unless and until acceptable evidence of use of the trademarks has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.) or (ii) rights of Grantor under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

BRIGHT CELLARS INC.

DocuSigned by:  
  
34538232716051A...  
By: Richard Yau  
Title: President

BANK:

SILICON VALLEY BANK


DocuSigned by:  
  
07735523442042N...  
By: Jamie Halpern  
Title: Vice President

EXHIBIT A

Copyrights

Please Check if No Copyrights Exist

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Please Check if No Patents Exist

Description

Registration/  
Application  
Number

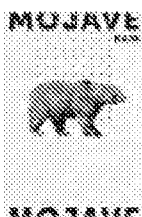
Registration/  
Application  
Date



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GRASP + GRABBLE	90549237	2-26-2021
WORST EVILS	90549234	2-26-2021
STIGMA	90545412	2-24-2021
SPRIG & ROSE	90545411	2-24-2021
CABIN 5	90545409	2-24-2021
AROMICA	90352111	12-1-2020
JETBIRD	90660921	4-21-2021
THE LAST ROOM	88569576	8-7-2019
	6170797	10-6-2020
CELE	88398034	4-23-2019
	6150519	9-15-2020
BRIGHT CELLARS	88569596	8-7-2019
	6006640	3-10-2020
BATIK	88398040	4-23-2019
	5896373	10-29-2019
CRYPISIS	88398028	4-23-2019
	5896371	10-29-2019
TOLIMAN	88089649	8-23-2018
	5715015	4-2-2019
Obscura Wines	87856838	3-30-2018
	6224748	12-22-2020
Lost City Wines	87856852	3-30-2018
	5778815	6-18-2019
Folk & Fable Wines	87856824	3-30-2018
	5782970	6-18-2019
	87144374	8-19-2016
	5353152	12-12-2017



MOJAVE RAIN



ACOPIO

87146070

8-22-2016

5309252

10-17-2017



LOS MARES

87146050

8-22-2016

5244490

7-18-2017



LOS MARES



CHANCELLES

87145989

8-22-2016

5239917

7-11-2017



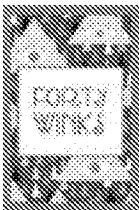
BLUE TOWERS

87144338

8-19-2016

5239916

7-11-2017



FORTY WINKS

87145921

8-22-2016

5216887

6-6-2017



PANA

87145905

8-22-2016

5216886

6-6-2017

EXHIBIT D

Mask Works

Please Check if No Mask Works Exist

Description

Registration/  
Application  
Number

Registration/  
Application  
Date