

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINE RETRIEVER LLC		07/22/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	90086116	BOOKBINDER	
Serial Number:	90086077	BOOKBINDER'S APPRENTICE	
Serial Number:	90109584	CONTE DE LA TERRE	
Serial Number:	90086052	DOVE HUNT DOG	
Serial Number:	90109668	GALLIVANT	
Serial Number:	90109694	HUSHKEEPER	
Serial Number:	90109653	LITTLE JANE	
Serial Number:	90109709	MIDDLE JANE	
Serial Number:	88777623	MIXABLE	
Serial Number:	90287058	MIXTRACK	
Serial Number:	90086214	PIP, THE GREETER	
Serial Number:	90109499	SOLEIL. VENT. AME.	
Serial Number:	90086201	TANGOTANGO	
Serial Number:	90109635	TICKLEBUMPS	
Serial Number:	90109520	VEINTE	
Serial Number:	90086140	BERNHARD	
Serial Number:	90171070	CARROZA	
Serial Number:	88304095	CHAR7IE	
TRADEMARK			

CH \$615.00 90086116

Property Type	Number	Word Mark
Serial Number:	90109595	CHE FICO
Serial Number:	88174796	CLEAN-CRAFTED COMMITMENT
Serial Number:	90086231	GALLIVANT FIZZ
Serial Number:	88264644	SCOUT & CELLAR CLEAN-CRAFTED COMMITMENT
Serial Number:	88975326	SCOUT & CELLAR CLEAN-CRAFTED COMMITMENT
Serial Number:	90289592	LIGADO

CORRESPONDENCE DATA

Fax Number: 2147455390
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: 2147455612
Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	13312-731
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	07/27/2021

Total Attachments: 7
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July 22, 2021

TRADEMARK SECURITY AGREEMENT

WHEREAS, WINE RETRIEVER LLC, a Texas limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the IP Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of July 22, 2021 (as said Pledge and Security Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property (the "IP Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" and the foregoing grant shall not include, and no security interest shall attach to, any Excluded Assets.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and

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.

[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

WINE RETRIEVER LLC

By: 

Name: Sarah J. Shadonix

Title: Manager

SECURED PARTY:

JPMORGAN CHASE BANK, N.A

By: 

Name: Michael Becker

Title: Authorized Officer

Schedule 1
to Trademark

Security Agreement

TRADEMARKS

Trademark	Status	Application No.	Registration No.	TM Owner
BOOKBINDER	Post-publication	90/086116	6,288,888	Wine LLC Retriever
BOOKBINDER'S APPRENTICE	Registered	90/086077	6,288,887	Wine LLC Retriever
CONTE DE LA TERRE	Registered	90/109584	6,307,252	Wine LLC Retriever
DOVE HUNT DOG	Registered	90/086052	6,288,885	Wine LLC Retriever
GALLIVANT	Registered	90/109668	6,307,263	Wine LLC Retriever
HUSHKEEPER	Registered	90/109694	6,307,269	Wine LLC Retriever
LITTLE JANE	Registered	90109653	6307261	Wine LLC Retriever
MIDDLE JANE	Registered	90109709	6,307,271	Wine LLC Retriever
MIXABLE	Registered	88/777623	6,171,655	Wine LLC Retriever

MIXTRACK	Registered	90/287058	6,391,440	Wine LLC	Retriever
PIP, THE GREETER	Registered	90/086214	6350196	Wine LLC	Retriever
SOLEIL. VENT. AME.	Registered	90/109499	6,294,939	Wine LLC	Retriever
TANGOTANGO	Registered	90/086201	6,374,653	Wine LLC	Retriever
TICKLEBUMPS	Registered	90/109635	6,307,260	Wine LLC	Retriever
VEINTE	Registered	90/109520	6,307,247	Wine LLC	Retriever

TRADEMARK APPLICATIONS

Trademark	Status	Application No.	Registration No.	TM Owner
BERNHARD	Pending	90/086140		Wine LLC Retriever
CARROZA	Published 3/2/21	90/171070		Wine LLC Retriever
CHARTIE (stylized)	Extension Filed	88/304095		Wine LLC Retriever
CHE FICO	Response filed 6/15/21	90/109595		Wine LLC Retriever

CLEAN-CRAFTED COMMITMENT (Water)	Extension Filed	88/174796		Wine LLC	Retriever
GALLIVANT FIZZ	SOU/Ext due 8/23/21	90/086231		Wine LLC	Retriever
LIGADO	Extension Filed	90/289492		Wine LLC	Retriever
SCOUT & CELLAR CLEAN-CRAFTED COMMITMENT (class 30)	Response due 7/28/21	88/264644		Wine LLC	Retriever
SCOUT & CELLAR CLEAN-CRAFTED COMMITMENT (class 32- sparkling/still water)	Extension Filed	88/975326		Wine LLC	Retriever

IP LICENSES

None