

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/02/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Winebow, Inc.		
Street Address:	4800 Cox Road, Suite 300		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2570718	KRIS	
Registration Number:	3630759	KRIS	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<i>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.</i>			
Phone:	202-887-4000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street, N.W.		
Address Line 2:	Robert S. Strauss Tower		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	699232.0003		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	09/03/2021		
Total Attachments: 4			
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**PARTIAL TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), is entered into as of September 2, 2021 by **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (as defined in the Trademark Security Agreement referred to below) (in such capacity, the "Agent") in connection with the grant of security interests in certain trademarks by the Assignor party to the Trademark Security Agreement referred to below, in favor of the Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in (i) the Amended and Restated ABL Security Agreement, dated as of April 19, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among Winebow Holdings, Inc. ("Winebow"), The Vintner Group, Inc. ("Vintner"), The Winebow Group Holdings, LLC ("Holdings"), the Co-Borrowers party thereto, the Subsidiary Guarantors party thereto from time to time and the Agent or (ii) 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, Vintner, Holdings, the Co-Borrowers party thereto, the lenders party thereto from time to time and the Agent, as applicable.

WITNESSETH:

WHEREAS, Winebow, Inc. (the "Assignor") entered into an agreement with the Agent, which was recorded in the Trademark Division of the United States Patent and Trademark Office on May 14, 2021 at Reel/Frame 7294/0513 (the "Trademark Security Agreement") for the purpose of providing certain Trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Agent;

WHEREAS, the Agent now desires to terminate and release the entirety of its Liens on and security interests in the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, means the Trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Trademark Collateral to the Assignor. This Termination and Release is applicable only and solely with respect to the Trademark Collateral and to no other collateral arising under the Trademark Security Agreement (the "Retained Collateral"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Trademark Security Agreement with respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by

the partial release contemplated by this Termination and Release.

3. Further Assurances. The Agent shall, at the Assignor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Assignor, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Assignor to more fully and effectively effectuate the purposes of this Termination and Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Agent

By: Ernesto Moran
Name: Ernesto Moran
Title: Senior Vice President

SCHEDULE A

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Kris (name only) Serial #75-911950	2570718	5/21/2002
2.	Kris (design) Serial # 77-599000	3630759	6/2/2009