

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MHW, LTD.		09/03/2021	Corporation: NEW YORK
USA WINE IMPORTS, INC.		09/03/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2124259	CELTIC CROSSING	
Registration Number:	4688086	MHW LTD THE GATEWAY TO GROWTH	
Registration Number:	4330761	USA WINE IMPORTS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/Robert E. Horwath/		
DATE SIGNED:	09/07/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of September 3, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, BRAND AGNOSTIC SERVICES LLC, a Delaware limited liability company (“*Borrower*”) is a borrower under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among Borrower, **COLA SERVICES LLC**, a Delaware limited liability company (“*Parent*”), the other Guarantors party thereto, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, Borrower, Parent and the Grantors are party to a Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Secured Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

MHW, LTD.,
a New York corporation, as Grantor

By: _____
Name: Gabe Barkley
Title: Chief Executive Officer

USA WINE IMPORTS, INC., a Georgia
corporation, as Grantor

By: _____
Name: Gabe Barkley
Title: Chief Executive Officer

Accepted:

BYLINE BANK # 430000

By: 
Name: Dan Dalgadillo
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007414 FRAME: 0966

EXHIBIT A

Owner	Registered Trademark	Registration Number	Date of Registration
MHW, LTD.	CELTIC CROSSING	2124259	December 23, 1997
MHW, LTD.	MHW LTD THE GATEWAY TO GROWTH	4688086	February 27, 2015
USA Wine Imports, Inc.	USA WINE IMPORTS	4330761	May 7, 2013